



State of Utah

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Governor

SPENCER J. COX
Lieutenant Governor

DEPARTMENT OF HUMAN SERVICES

ANN SILVERBERG WILLIAMSON
Executive Director

OFFICE OF FISCAL OPERATIONS

JENNIFER C. EVANS
Director

BUREAU OF CONTRACT MANAGEMENT

STEPHANIE M. CASTRO
Director

Revision Date: June 11, 2013

Log No. _____
DHS Procurement No. 90588

Contract No. _____

DHS/DCFS CONTRACT FOR SERVICES

CONTRACTING PARTIES: This Contract is between the Utah Department of Human Services which includes the Division of Child and Family Services (referred to in this Contract as "DHS" or "DHS/DCFS");

AND

Name:
Address:

A _____ (referred to in this Contract as the "Contractor").

NOTICES AND DOCUMENTS SHALL BE SUBMITTED TO:

	CONTRACTOR	DHS
Name		Karin Beckstrand
Title		Contract/Grant Analyst II
Telephone		801-538-4126
Email		kbeckstrand@utah.gov
Address		195 North 1950 West
		Salt Lake City, UT 84116

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PART I: GENERAL PROVISIONS

SECTION A: CONTRACT DESCRIPTION AND SPECIFICATIONS

1. **PURPOSE AND SCOPE OF CONTRACT:** Proctor Care or Transition to Adult Living services for clients in the custody of DHS, DHS/DCFS, or DHS/DJJS

The services and activities the Contractor shall provide are described in more detail in Part II ("Scope of Work and Special Conditions") and Part III ("Performance Measures and Client Outcomes") in this Contract.

2. **CONTRACT PERIOD AND RENEWAL OPTIONS:**

- a. **Contract Period:** This Contract is effective as of **July 1, 2013** and terminates on **June 30, 2016**, unless terminated sooner in accordance with the terms and conditions of this Contract.
- b. **Contract Renewal:** This Contract may only be renewed in accordance with the terms of the Procurement under which the Contract was issued, which states:

Option to renew up to two additional years through June 30, 2018.

3. **AUTHORITY AND PROCUREMENT:**

- a. The authority for this Contract is set forth in the Utah Procurement Code, the procurement rules in the Utah Administrative Code, and other related statutes authorizing purchases on behalf of the State.
- b. This Contract was awarded pursuant to DHS procurement # 90588

4. **TYPE AND AMOUNT OF CONTRACT:**

This Contract is a **Non-Fixed Amount/Unit of Service (Rate-Based) Contract**. DHS has not set a limit or cap on the total amount the Contractor may receive for providing services pursuant to this Contract. Payment to the Contractor shall be based on individual units of service provided by the Contractor, payable at the rate(s) specified in this Contract.

5. **DHS DISCRETION ABOUT CLIENT PLACEMENTS:** DHS makes no express or implied guarantee or representation that it will place or maintain any clients with the Contractor; that it will refer any clients to the Contractor; or that any clients will select the Contractor to provide or maintain services.

6. **DOCUMENTS INCORPORATED BY REFERENCE:**

- a. All documents identified in this Contract.
- b. All statutes, regulations, and federal policies that apply to this Contract.

- c. The Contractor's Response to the DHS Procurement.
7. **ORDER OF INTERPRETATION:** In the event of any conflict between this Contract and other documents, the conflict shall be resolved in the following order:
- a. This Contract and signed amendments.
 - b. The DHS Procurement.
 - c. The Attachments to this Contract.
 - d. The Contractor's Response to the DHS Procurement.

SECTION B: CONTRACTOR'S LEGAL STATUS, TRAINING, INDEMNIFICATION, AND BUSINESS CONTINUITY RESPONSIBILITIES

1. **CONTRACTOR IS AN INDEPENDENT CONTRACTOR:** The Contractor is an independent contractor, and has no authorization, express or implied, to bind DHS or any state agency to any agreements, settlements, or liability. Nothing in this Contract shall be construed to limit the Contractor's authority to bind itself to agreements, settlements or liability, as long as such agreements, settlements or liability affect only itself and not DHS. The Contractor is not authorized to act as an agent for DHS, except as expressly provided in this Contract. Persons employed by DHS and acting under direction of DHS shall not be deemed to be employees or agents of the Contractor. Persons employed by the Contractor and acting under the direction of the Contractor shall not be deemed to be employees or agents of DHS except as expressly provided in this Contract. As an independent contractor, the Contractor is responsible for its own operations and for providing the office space, supplies, equipment, tools, and other supports necessary to provide the services covered by this Contract unless specifically stated otherwise in the Contract.
2. **TAX INFORMATION:** It is the Contractor's responsibility to pay all applicable taxes. If the Contractor needs any information regarding State tax liability, the Contractor should contact the Utah State Tax Commission. If the Contractor needs any information specifically from DHS in order to facilitate the seeking of a State tax exemption, the Contractor may contact the DHS Bureau of Finance.
3. **TRAINING FOR CONTRACTOR'S STAFF:** The Contractor shall conduct all necessary training to ensure that its staff carries out its responsibilities under this Contract and that the staff is familiar with the requirements imposed by this Contract and applicable laws.
4. **CONTRACTOR MUST PROVIDE INSURANCE AND INDEMNIFICATION:**
- a. **Required Insurance.** The Contractor shall maintain adequate protection against liability as specified in this Contract. Specifically, the Contractor shall maintain

commercial insurance or self-insurance for the dollar amounts and types of coverage specified in this Contract. Any commercial insurance shall be obtained from insurance companies authorized to do business in the State of Utah and rated "A-" or better with a financial size category of Class VII or larger, according to the ratings and financial size categories published by A.M. Best Company at the time this Contract is executed.

Commercial insurance may be obtained from an insurance company that does not meet the above stated A. M. Best Company rating and/or class size, **if** the Contractor provides documentation verifying the insurance company providing the Contractor's insurance **is reinsured** by another affiliated insurance company that **does meet** the required rating and class size requirements.

The Contractor's general and professional liability insurance policies shall include an endorsement that names the State of Utah, DHS, DHS/DCFS and their officers, and employees as additional insureds. The additional insured endorsement shall provide the State of Utah, DHS, DHS/DCFS and their officers and employees with primary coverage (not contributing coverage) for any liability arising as a result of the Contractor's acts or omissions in connection with this Contract. The Contractor is not required to obtain an "additional insured" endorsement for any automobile or Workers' Compensation insurance policy required by this Contract.

If the Contractor is an "individual" providing services of less than 25 hours per week, the additional insured endorsement may omit the requirement that the endorsement be primary coverage. The term individual as used in this subsection means the Contractor provides the services pursuant to this Contract him or herself and does not employ other professionals to provide such services.

- b. **Deductibles and Similar Costs.** The Contractor shall be responsible for paying any deductibles, self-insured retentions or self-insurance costs *and similar items*. The deductibles, self-insured retentions, self-insurance costs, *and similar items* for the insurance policies required by this Contract may not exceed \$10,000.00, unless the Contractor obtains prior **written** approval of a higher amount from the DHS Deputy Director for Support Services who may withhold approval for any reason.

c. **Types of Liability Protection the Contractor Shall Provide:**

- (1) **Private Contractor—Commercial Insurance Required:** If the Contractor is not a governmental entity of the State of Utah, the Contractor shall maintain the following policies of liability insurance at its sole expense during the term of this Contract, unless the Contractor has already satisfied the requirements of the self-insurance provision below:

- (a) *General Liability Insurance:* The Contractor shall maintain a policy of general liability insurance that at a minimum covers the following types of liability: bodily injury or death, personal injury, property damage, broad form property damage, and liability for the property of others in the care, custody and control of the Contractor. The policy shall provide for a combined single limit or the equivalent of not less than \$1,000,000

for each occurrence and \$2,000,000 aggregate. If the Contractor is providing services at more than one site, the general liability insurance must cover each of those sites. If the general liability insurance coverage obtained by the Contractor is written on a "claims-made" basis, the certificate of insurance shall so indicate, and the policy shall contain an extended reporting period provision or similar "tail" provision such that the policy covers claims reported up to five years beyond the date that this Contract is terminated.

If the Contractor does not provide services in its own office or facility, the requirement for general liability insurance is waived.

- (b) *Automobile Insurance:* If the Contractor's services involve transporting any clients or goods for DHS, the Contractor shall maintain a policy of automobile liability insurance covering property damage, personal injury protection, and liability for the vehicles used by the Contractor (including owned, hired and non-owned vehicles). The policy shall provide for a combined single limit, or the equivalent, of not less than \$1,000,000. If the Contractor subcontracts with another entity or individual for transportation services, or services that include transportation, the Contractor may satisfy this insurance requirement by submitting proof that its subcontractor has complied with the requirements of the "Insurance and Indemnification" section of this Contract.

If the Contractor provides individual residential care services by contracting with individual residential care homes, the Contractor shall maintain a policy of automobile liability insurance as indicated above, and each of the Contractor's individual residential care homes shall maintain a policy of automobile liability insurance. The automobile liability insurance required of individual residential care homes shall cover property damage, personal injury protection and liability with a combined single limit or the equivalent of not less than \$100,000 per person and \$300,000 for each accident/occurrence occurring during the course of their duties as an individual residential care home. **As used in this provision, the term "individual residential care" refers to twenty-four hour family-based care for one or more clients in foster/proctor care, a host home, or a professional parent setting.**

- (c) *Professional Liability Insurance:* If the Contractor is and/or employs doctors, dentists, social workers, mental health therapists or other professionals to provide services pursuant to this Contract, the Contractor shall maintain a policy of professional liability insurance ("malpractice insurance") with a limit of not less than \$1,000,000 for each occurrence and \$2,000,000 aggregate. This professional liability insurance shall cover damages caused by errors, omissions or negligence related to the professional services provided pursuant to this Contract. If the professional liability insurance coverage obtained by the Contractor

is written on a "claims-made" basis, the certificate of insurance shall so indicate, and the policy shall contain an extended reporting period provision or similar "tail" provision such that the policy covers claims reported up to three years beyond the date that this Contract is terminated.

- (2) **Self-Insured Private Contractor—No Commercial Insurance Required, But Indemnification and Prior DHS Approval Required:** If the Contractor claims that it is self-insured, the Contractor shall provide DHS with evidence that the Contractor is financially solvent and has established financial arrangements (such as a written comprehensive self-insurance program, performance bonds or fidelity bonds) that will provide DHS with liability protection at least as adequate and extensive as the insurance otherwise required pursuant to this Contract for non-governmental entities. Specifically, the Contractor must show that its ability to process and pay claims adequately, fairly and in a timely manner is comparable to a commercial insurer that provides general liability insurance, automobile insurance and professional liability insurance. Before executing this Contract, the Contractor shall obtain from the DHS Deputy Director for Support Services a written statement indicating that DHS has determined, based on the Contractor's financial evidence and representations, that the Contractor's self-insurance arrangements and indemnification agreements are sufficient to satisfy the requirements of this Contract, and the Contractor is therefore not required to obtain additional commercial liability insurance naming DHS as an insured party. If it sees fit, DHS may include in this statement any additional conditions designed to ensure that the Contractor's self-insurance arrangements are comparable to the insurance required of other non-governmental contractors. A copy of the Deputy Director's statement is attached to this Contract, and is a material provision of this Contract. Nothing in this provision shall be construed to require DHS to consent to any self-insurance arrangements, and DHS may withhold its approval for any reason.
- d. **All Contractors--Workers' Compensation:** The Contractor shall comply with the Utah Workers' Compensation Act which requires employers to provide workers' compensation coverage for their employees.
- e. **Indemnification.** Regardless of the type of insurance required by this section, the Contractor (and where applicable, the subcontractor) agrees to the following indemnification:
- (1) **Indemnification by Non-Governmental Contractor:** If the Contractor is not a governmental entity of the State of Utah, the Contractor agrees to and shall defend, hold harmless and indemnify the State of Utah, DHS, DHS/DCFS and their officers and employees from and against any losses, damages, injuries, liabilities, suits, claims and proceedings arising out of the performance of this Contract or which are caused in whole or in part by the acts, failure to act, or negligence of the Contractor's officers, agents, volunteers, or employees, except where the claim arises out of the sole negligence of DHS.

- (2) **Indemnification by Governmental Contractor:** If the Contractor is a governmental entity of the State of Utah and subject to the Utah Governmental Immunity Act (“GIA”), there is no indemnification required and the Contractor and DHS shall each be responsible for their own actions and defense of any claims or suits to the extent required by the GIA. Nothing in this Contract shall be construed as a waiver by either party to this Contract of any rights, limits, protections or defenses provided by the GIA nor shall this Contract be construed, with respect to third parties, as a waiver of any governmental immunity to which a party to this Contract is entitled.
 - (3) **Definition of the Term “Claim”:** As used in these “Indemnification” provisions the term “claim” includes any and all claims, losses, damages, liabilities, judgments, costs, expenses, attorneys' fees and causes of action of every kind or character (including personal injury, death, and damages to property or business interests) arising because of, out of, or in any way connected with the performance of this Contract or with a party's failure to comply with the provisions of this Contract.
 - (4) **Defense of Suits Brought Upon Claims:** The Contractor shall defend all suits brought upon claims and shall pay all costs and expenses including attorney's fees, but DHS shall have the option to participate in the defense of any such suit in which DHS perceives that its interests are not being protected by the Contractor or where the Contractor believes, asserts, or claims that the claim arises out of the sole negligence of DHS. In the latter situation, the Contractor shall notify DHS within 90 days of receiving notice of the claim against it that the Contractor believes, asserts or claims that the claim arises out of the sole negligence of DHS. In the event the Contractor fails to notify DHS within this timeframe, the Contractor shall defend and indemnify DHS even if the claim arises out of the sole negligence of DHS. The participation by DHS in the defense of a claim does not relieve the Contractor of any obligation pursuant to this Contract. However, if DHS elects to retain independent counsel, DHS shall pay the attorney's fees and costs associated with such counsel except where DHS retains independent counsel due to a claim by the Contractor that the claim arises out of the sole negligence of DHS. If a finding is later made that the claim did not arise out of the sole negligence of DHS, the Contractor shall reimburse DHS for all costs including attorney's fees incurred by DHS.
 - (5) **No Subrogation or Contribution:** The Contractor has no right of subrogation or contribution from the State or DHS for any judgment rendered against the Contractor.
- f. **Insurance Required of Subcontractors.** The Contractor shall require its subcontractors to satisfy the insurance and indemnification requirements applicable to them. For example, if the Contractor is a governmental entity and the subcontractor is a private entity, the Contractor shall comply with the insurance and indemnification provisions applicable to governmental entities, and shall require the subcontractor to comply with the insurance and indemnification provisions applicable to non-governmental entities.

- g. **Certificate of Insurance, "Additional Insured" Endorsement and Evidence of Continued Coverage.** Before signing this Contract, a non-governmental contractor shall obtain from its general and professional liability insurer(s) and shall provide to DHS/DCFS certificates of insurance and "additional insured" endorsements that indicate that the required coverage is in effect and that the insurer shall give DHS/DCFS 30 days notice of any modification, cancellation or non-renewal of the policy. On an annual basis and upon request from DHS/DCFS, a non-governmental contractor shall provide DHS/DCFS with evidence that the Contractor or subcontractor has the insurance coverage required by this Contract. Governmental entities are not required to provide certificates of insurance, "additional insured" endorsements or evidence of continued coverage. Before entering into any subcontracts for the provision of services pursuant to this Contract, the Contractor shall ensure its subcontractors obtain and provide the same additional insured endorsements from their general and professional liability insurer(s) that meet the requirements as indicated in this Paragraph.

5. **EMERGENCY MANAGEMENT AND BUSINESS CONTINUITY PLAN:** The Contractor shall use qualified personnel to perform all services in conformity with the requirements of this Contract and generally recognized standards. **The Contractor's performance shall not be excused by force majeure.** The Contractor shall identify the critical functions or processes of its business operations essential for providing the services required in this Contract. The Contractor shall also develop an emergency management and business continuity plan ("plan") that will allow the Contractor to continue to operate those critical functions or processes during or following short-term or long-term emergencies, periods of declared pandemic, or other disruptions of normal business. The plan shall address at least the following areas as they pertain to the services Contractor is providing:

- a. Evacuation procedures;
- b. Temporary or alternate living arrangements, including arrangements for isolation or quarantine;
- c. Maintenance, inspection, and replenishment of vital supplies, including food, water, clothing, first aid supplies, and other medical necessities, including client medications, and the supplies necessary for infection control or protection from hazardous materials, etc.;
- d. Communications (with Contractor staff, appropriate governmental agencies, and clients' families);
- e. Transportation;
- f. Recovery and maintenance of client records; and
- g. Policies and procedures that:
 - (1) ensure maintenance of required staffing ratios;

- (2) address both leave for, and the recall of, Contractor's employees unable to work for extended periods due to illness during periods of declared pandemic; and
- (3) ensure the timely discharge of the Contractor's financial obligations, including payroll.

In addition, the Contractor represents that it provides at least annual training for its staff on its plan and it acknowledges that DHS may rely upon this and the other representations of the Contractor in this paragraph.

The Contractor shall provide DHS/DCFS with a copy of its plan upon execution of this Contract. The Contractor shall evaluate its plan at least annually. Any modifications to the Contractor's plan shall be provided to DHS/DCFS within 15 days of the time the modifications are made.

SECTION C: CONTRACTOR'S COMPLIANCE WITH APPLICABLE LAWS AND DHS POLICIES

1. **COMPLIANCE WITH APPLICABLE LAWS:** The Contractor shall comply with all applicable laws. The term "applicable laws" refers to all federal and state statutes, regulations, and executive orders that apply to the Contractor's activities or that impose restrictions on the Contractor's use of federal or state funding or grants. It is the Contractor's responsibility to obtain legal advice about the laws governing its activities.
2. **CERTIFICATION OF NON-DEBARMENT:** The Contractor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from entering into this Contract by any governmental entity. If the Contractor cannot so certify, the Contractor shall submit a written explanation and shall obtain *prior* written approval for this Contract from the DHS Deputy Director for Support Services. Failure of the Contractor to obtain such prior written approval shall be considered a material breach of this Contract.
3. **COMPLIANCE WITH BYRD ANTI-LOBBYING AMENDMENT:** Title 31 United States Code (USC) § 1352 requires Contractors with a contract in excess of \$100,000 to certify that they will not and have not used government appropriated funds to influence an officer or employee of any agency in connection with obtaining a contract, grant, or award. If Contractor meets the criteria for disclosure set forth in the above-cited section, Contractor shall complete and submit to the required federal entity, a Disclosure of Lobbying Activities form. Both this form and instructions for completing it can be found at the following website: <http://www.whitehouse.gov/omb/grants/sfllin.pdf>
4. **DEFICIT REDUCTION ACT - MEDICAID FRAUD AND ABUSE:** The Contractor shall meet requirements for *Medicaid-specific Federal Assurances*, Section 6032 of the Deficit Reduction Act of 2005 (Employee Education About False Claims Recovery). The Contractor shall educate its employees, agents, and subcontractors about:
 - a. The False Claims Act, 31 United States Code §§3729–3733;

- b. Administrative Remedies For False Claims and Statements, 31 United States Code §§3801–3812;
- c. The Utah False Claims Act, Utah Code § 26-20-1, et seq.;
- d. The Utah Protection of Public Employees Act, Utah Code § 67-21-1, et seq.;
- e. Policies and procedures for detecting and preventing fraud, waste, and abuse;
- f. How to report suspected fraud, waste and abuse of Medicaid funds;
- g. The whistleblower protections afforded employees that report suspected fraud, waste, and abuse of Medicaid funds in good faith; and
- h. The penalties for filing false or fraudulent claims for Medicaid payment.

If the Contractor maintains an employee handbook, the Contractor shall include the information described above and its policies and procedures for detecting and preventing Medicaid fraud, waste and abuse, in its employee handbook.

Additional information is available on the DHS website.

5. **FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA):** If any of the funds received by the Contractor pursuant to this contract are identified as Federal awards the Contractor shall comply with the FFATA requirements applicable to sub-awardees and shall provide DHS with the following information, updating it as changes occur:
- a. The Contractor's Data Universal Numbering System (DUNS) number;
 - b. The names and compensation of the Contractor's five most highly compensated executives *whenever the Contractor meets the criteria identified in FFATA for reporting executive compensation data*; and
 - c. The Contractor's principal place of performance.

Information entered by DHS in the Federal Funding Accountability and Transparency Act Sub-award Reporting System (FSRS) can be viewed at the following website: USAspending.gov.

6. **COMPLIANCE WITH PRO-CHILDREN ACT OF 1994:** “In accordance with Part C of Public Law 103-227, the “Pro-Children Act of 1994”, smoking may not be permitted in any portion of any indoor facility owned or leased or contracted by an entity and used regularly for the provision of health, day care, education, or library services to children under the age of 18 if the services are funded by Federal programs whether directly or through State or local governments. Federal programs include grants, cooperative agreements, loans and loan guarantees, and contracts. The law does not apply to children’s services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities

used for inpatient drug and alcohol treatment.” By signing this Contract, the Contractor certifies that it will comply with the requirements of this Act.

7. **HUMAN SUBJECTS RESEARCH:** The Contractor may not conduct any research involving human subjects or their private data if the subjects are employees of DHS or individuals receiving services (whether direct or contracted) from DHS or individuals receiving services funded by DHS, unless the Contractor has obtained prior written approval from the DHS Institutional Review Board (IRB), and from any other federal or state agencies whose approval is required for research on human subjects. Before conducting such research, the Contractor shall fully comply with any requirements or conditions, including requirements relating to informed consent, imposed by such IRB committees or agencies.
8. **COMPLIANCE WITH LICENSING STANDARDS AND OTHER LAWS:** The Contractor represents that it currently meets all applicable licensing standards and other requirements of federal and state law, and all applicable ordinances of the city or county in which services or care is provided. The Contractor shall continue to comply with all such applicable standards, requirements and ordinances during the term of this Contract, and if the Contractor fails to do so, DHS may terminate this Contract immediately.
9. **COMPLIANCE WITH UTAH 211 INFORMATION REQUESTS:** The Contractor shall provide Utah 211 with information about the Contractor’s services for inclusion in the Utah 211 statewide information and referral system. Information shall be provided in the form determined by Utah 211.
10. **REGISTRATION AND USE OF EMPLOYMENT "STATUS VERIFICATION SYSTEM":** The Status Verification System, also referred to as “E-verify,” only applies to contracts issued through a Request for Proposal process, and to sole sources included within a Request for Proposal. It does not apply to Invitation for Bids nor to the Multi-Step Process.
 - a. Status Verification System
 - (1) Contractor certifies as to its own entity, under penalty of perjury, that it has registered and is participating in the Status Verification System to verify the work eligibility status of the Contractor’s new employees that are employed in the State of Utah in accordance with applicable immigration laws including Utah Code § 63G-12-302.
 - (2) The Contractor shall require that the following provision be placed in each subcontract at every tier: “The subcontractor shall certify to the main (prime or general) contractor by affidavit that the subcontractor has verified through the Status Verification System the employment status of each new employee of the respective subcontractor, all in accordance with applicable immigration laws including Utah Code § 63G-12-302 and to comply with all applicable employee status verification laws. Such affidavit must be provided prior to the notice to proceed for the subcontractor to perform the work.”
 - (3) Manually or electronically signing this Contract is deemed the Contractor’s certification of compliance with all provisions of this employment status

verification certification required by all applicable status verification laws, including Utah Code § 63G-12-302.

b. Indemnity Clause for Status Verification System

Contractor (includes, but is not limited to any Contractor or Consultant) shall protect, indemnify and hold harmless, the State and its officers, employees, agents, representatives and anyone that the State may be liable for, against any claim, damages or liability arising out of or resulting from violations of the above Status Verification System Section whether violated by employees, agents, or contractors of the following: (a) Contractor; (b) Contractor's subcontractor or subconsultant at any tier; and/or (c) any entity or person for whom the Contractor or Subcontractor may be liable.

11. **COMPLIANCE WITH DHS' PROVIDER CODE OF CONDUCT:** The Contractor shall follow and enforce the DHS Provider Code of Conduct.

a. Before allowing any employee or volunteer to work with clients pursuant to this Contract, the Contractor shall also comply with the following requirements:

- (1) The Contractor shall provide a current copy of the Code of Conduct to each employee or volunteer currently working for the Contractor and to any new employees or volunteers; and
- (2) The Contractor shall retain in each employee or volunteer's file a signed and dated statement in which that person certifies that he or she has read and understands the Code of Conduct and will comply with it.

b. As used in this Paragraph, "volunteer" means a person who:

- (1) donates services to the Contractor without pay or other compensation, except for expenses incurred (such as meals and other travel costs); and
- (2) is a board member, officer, or other person who is substantially involved in the Contractor's decision-making processes, or is a person who has direct unsupervised contact with DHS/DCFS clients.

c. Annually, the Contractor shall obtain a copy of the current DHS Provider Code of Conduct poster. Contractor shall prominently display the poster where its employees and volunteers can see it. (A copy of the current DHS Provider Code of Conduct poster may be downloaded at the following web site:

http://www.hsofo.utah.gov/services_contract_info.htm .)

d. If the Contractor is a Utah governmental entity, the Contractor may enforce its own written Code of Conduct for the provision of these services, which at least includes the elements of the DHS Provider Code of Conduct and is at least as stringent as the DHS Provider Code of Conduct.

12. **RESTRICTIONS ON CONFLICTS OF INTEREST:** The Contractor shall not enter into any transaction that is improper or gives the appearance of being improper because of a conflict of interest.

a. **Definitions**

- (1) **“Business Entity”** is as defined in Utah Code § 67-16-3.
- (2) **“Conflict of Interest”** means any situation where the Contractor has economic, social, political, familial, legal or other interests which interfere with, or have the potential to interfere with, the exercise of the Contractor’s duties, responsibilities, or judgment in connection with this Contract, or which involve conflicting loyalties to the Contractor and to another interest. “Conflict of Interest” also includes any violation of the Ethics Acts.
- (3) **“Contractor”** includes all "representatives" of the Contractor.
- (4) **“Disclosure Statement”** means a written statement provided to DHS by the Contractor about a Conflict of Interest. “Conflict of Interest Certification” and “Conflict of Interest – Disclosure Statement” forms are available from the DHS/DCFS Contract Representative.
- (5) **“Ethics Acts”** means the Utah Public Officers’ and Employees’ Ethics Act (Utah Code § 67-16-1 et. seq.) and the Municipal Officers’ and Employees’ Ethics Act (Utah Code § 10-3-1301 et. seq.).
- (6) **“Related Party”** means:
 - (a) any person related to the Contractor’s representative by blood or marriage; and
 - (b) all business associates of the Contractor:
 - (i) who are partners, directors, or officers in the same business entity as the Contractor;
 - (ii) who have authority to make decisions or establish policies in the same business entity as the Contractor; or
 - (iii) who directly or indirectly own 10% or more in the same business entity as the Contractor.
- (7) **“Representative”** means any person or entity acting on behalf of the Contractor, and includes all employees, owners, partners, directors, officers, board members, subcontractors and agents, as well as any individuals with authority to establish policies or make decisions for the Contractor. “Volunteers” are not “representatives” and are not required to be included in the

Contractor's Disclosure Statement, unless they are board members or officers, or are substantially involved in the Contractor's decision-making processes.

- (8) **“Volunteer”** means a person who donates services to the Contractor without compensation, except for expenses incurred (such as meals and travel costs).
- b. **Compliance with the Ethics Acts.** The Contractor shall comply at all times with the applicable provisions of the Ethics Acts.
- c. **Contractor Conflict of Interest Policy and Internal Review:** The Contractor shall implement a written policy that requires:
 - (1) Its representatives to submit a disclosure statement upon hire and annually thereafter;
 - (2) Its representatives to immediately disclose in writing to the Contractor all existing, potential, and contemplated conflicts of interest as they arise.
 - (3) Annual review of all disclosure statements and its own operations to reasonably assure DHS that the Contractor avoids prohibited conflicts of interest.
 - (4) Disclosure statements to be maintained in its personnel files.
 - (5) The Contractor to train its representatives regarding:
 - (a) The conflict of interest concept and the certification/disclosure requirements of this Contract; and
 - (b) The applicable provisions of the Ethics Acts.
- d. **Restrictions on Conflicts of Interest.** Transactions involving Conflicts of Interest are prohibited to the extent they are the result of undue influence, or have the potential to result in increased costs, decreased performance, the appearance of impropriety, or any other disadvantage to DHS. Conflicts of Interest can occur in one of three ways:
 - (1) **Dual Employment.** Conflicts of interest can occur when a Contractor's representative is also employed by the State of Utah or by another of the Contractor's representatives.
 - (2) **Related-Party Transactions.** Conflicts of interest occur when the Contractor makes payments to a related party using money obtained from DHS through this Contract. Conflicts of interest also occur when transactions, which affect the performance of this Contract, are made between the Contractor and a related party, whether or not payments are involved.
 - (3) **Independent Judgment Impaired.** Conflicts of interest occur when a Contractor's representative participates in any transaction on the Contractor's behalf and has a significant relationship or shared interest with another party to

the transaction, which could affect the representative's ability or willingness to exercise independent judgment, and which may affect the performance of this Contract. Independent judgment may also be impaired when the Contractor or the Contractor's representative is involved in any administrative or legal action pending against the State, DHS, or any of their officers or employees.

e. **Disclosing Conflicts of Interest to DHS:**

(1) **Requirements for *Governmental Entities*.** Before entering into this Contract or a subcontract related to this Contract, and annually thereafter, a governmental Contractor and any *governmental* subcontractors shall:

- (a) Submit to DHS a written certification that they maintain a written policy as required above, monitor for compliance with the conflict of interest provisions of this Contract, and reasonably assure DHS that representatives (including any non-governmental subcontractors) with a potential conflict of interest do not:
 - (i) make or influence decisions or set policies that affect this Contract;
 - (ii) monitor the performance of this Contract; or
 - (iii) become involved in or otherwise benefit from the performance of this Contract; and
- (b) Disclose to DHS any existing or potential conflicts of interest that relate to this Contract or the services provided pursuant to this Contract by submitting a Disclosure Statement in accordance with the requirements for non-governmental entities, and complying with the requirements regarding the continuing duty to disclose these conflicts of interest.

(2) **Requirements for *Non-Governmental Entities*:** Before entering into this Contract, or a subcontract related to this Contract, a non-governmental Contractor shall submit a Disclosure Statement to DHS/DCFS in which the Contractor or, when applicable its subcontractor, discloses any existing or potential conflicts of interest, including all information required by the Ethics Acts and this Contract.

- (a) **For Conflicts of Interest Involving Dual Employment,** the following information is required:
 - (i) the name of the representative engaged in dual employment;
 - (ii) the titles or positions held by the representative engaged in dual employment;
 - (iii) the representative's decision-making or monitoring authority with the employing entities, and how that representative's authority

affects this Contract or any subcontract relating to this Contract;
and

- (iv) the measures taken to avoid potentially adverse effects resulting from the representative's dual employment.

- (b) **For Conflicts of Interest involving Related-Party Transactions or Independent Judgment Impaired**, the following information is required:

- (i) the name of the representative having the conflict of interest;
- (ii) the name of the other party to the conflict of interest;
- (iii) the relationship between the individuals identified in (i) and (ii) above;
- (iv) the nature and value of the interest (if any) held by the representative in the other business entity;
- (v) a description of the transaction to which the conflict of interest applies and the dollar amount involved (if any);
- (vi) the decision-making or monitoring authority of the representative and the party identified in (ii) above, with respect to the applicable transaction or decision;
- (vii) the potential effect of the conflict of interest on this Contract or any subcontract relating to this Contract; and
- (viii) the measures taken by the Contractor to avoid potentially adverse effects resulting from the identified parties' relationship.

- (c) If the Contractor has no conflicts of interest, the Contractor shall so indicate on the Disclosure Statement. By submitting a Disclosure Statement, the Contractor is certifying to DHS that it has checked its organization and has required its representatives to disclose their conflicts of interest, and that it has disclosed all known conflicts of interest to DHS.

- f. **Continuing Duty to Disclose Conflicts of Interest.** The Contractor and its subcontractors have a continuing duty to immediately review updated Disclosure Statements and submit a copy to DHS whenever a potential Conflict of Interest is disclosed. The Contractor shall require its subcontractors to provide an updated Disclosure Statement to the Contractor, if at any time during the term of this Contract, they contemplate any transaction involving a potential conflict of interest, or hire or affiliate with any individual with a potential conflict of interest, or discover any existing conflict of interest.

- g. **Monitoring Compliance.** In addition to the remedies outlined in this Contract, DHS retains the right to do any of the following if DHS determines that a conflict of interest may exist:

- (1) Investigate any potential conflict of interest;
- (2) Require further information from the Contractor or the subcontractor;

- (3) Require specific remedial action; or
- (4) Disapprove identified transactions.

SECTION D: ACCESS TO RECORDS, COMPLIANCE MONITORING, AND RECORD KEEPING RESPONSIBILITIES

1. **ACCESS TO RECORDS AND MONITORING OF PERFORMANCE:** DHS shall have immediate access to all records relating to this Contract, and the Contractor shall not limit or interfere with DHS' access rights.

DHS shall have the right to monitor the Contractor's performance pursuant to this Contract. Monitoring of Contractor's performance shall be at the complete discretion of DHS. Performance monitoring may include both announced and unannounced visits. The Contractor shall allow independent auditors State and federal auditors or contract reviewers to have access to any records related to this Contract, including all personnel, training, client, and financial records (such as accounting records and supporting documentation) for audit review and inspection.

2. **RECORD-KEEPING AND REPORTING REQUIREMENTS:** The Contractor shall comply with all record-keeping and reporting requirements of this Contract. The Contractor shall maintain or shall supervise the maintenance of all records necessary for the proper and efficient operation of the programs covered by this Contract, including records relating to screenings, assessments, applications, determination of clients' eligibility (if applicable), the provision of services, administrative costs, and any other records, such as statistical and fiscal records, necessary for complying with the reporting and accountability requirements of this Contract.
3. **RETENTION OF RECORDS:** The Contractor shall retain all records related to this Contract for at least the following periods of time:
 - a. **Records Relating to Adult Clients:** The Contractor shall retain all adult client records (including records that support Title XIX reimbursements) for at least six years from the date of last service to the adult client.
 - b. **Records Relating to Child Clients:** The Contractor shall retain all records relating to clients under 18 years old (including records that support Title XIX reimbursements) for at least six years from the date of last service to the child client, or until the child client reaches the age of 22, whichever period is longest.
 - c. **Administrative Records:** The Contractor shall retain all administrative records relating to this Contract (including records that support Title XIX reimbursements) for at least six years after DHS makes the last payment on this Contract.

- d. **Discontinued Operations:** If the Contractor discontinues its programs or ceases to provide services pursuant to this Contract, the Contractor shall protect DHS access rights by implementing one of the following options:
- (1) Transfer the client records to a successor agency or entity which has:
 - (a) entered into a contract with DHS/DCFS to provide such services formerly provided by the Contractor; and
 - (b) agreed to provide DHS with the same access to the records as required under the Contractor's contract with DHS/DCFS; or
 - (2) Deliver the client records to an office within the Contractor's organization under an arrangement by which the Contractor authorizes DHS to have continuing immediate access to the records.
 - (3) With the prior written consent of DHS/DCFS, which may be withheld for any reason, deliver the client records to DHS/DCFS.
 - (4) Alcohol and Drug Abuse Patient Records: If the Contractor is bound by the requirements of 42 C.F.R. Part 2 ("Confidentiality of Alcohol and Drug Abuse Patient Records") and discontinues its alcohol or drug abuse program or ceases to provide its services pursuant to this Contract, the Contractor shall comply with the following requirements before destroying the records of any clients served pursuant to this Contract:
 - (a) the Contractor shall notify DHS/DCFS in writing at least 30 days before it discontinues its operations or ceases to provide its services;
 - (b) upon request from DHS, the Contractor shall give each of its alcohol and drug abuse patients a consent form which meets the requirements of 42 C.F.R. § 2.31, and which authorizes the Contractor to transfer its patient records to DHS/DCFS; and
 - (c) upon obtaining signed consent forms from patients, the Contractor shall deliver the consenting patients' records to DHS/DCFS.
- e. **Audits and Litigation:** The Contractor shall maintain all records related to any audits initiated by federal and state auditors or to any pending litigation until six years after all audits are completed or litigation is resolved, including any related appeals or the time for appeal has expired, or for six years from the date of termination of this Contract, whichever is longer.
- f. **Method for Destruction of Client Records:** Client records which may be destroyed pursuant to this Contract shall be shredded or burned to protect client confidentiality. In the case of electronic records, the Contractor shall use a technique of destroying the records that adequately prevents unauthorized persons from reading or accessing the records.

4. **PROTECTING THE CONFIDENTIALITY OF CLIENT RECORDS:** Client records are confidential. The Contractor shall restrict access to client records in accordance with State and federal laws. Client records include but are not limited to hard copy records, electronic data, audio and video tapes, digital files, photographs, scans, and other images. The Contractor shall, at a minimum, maintain all client records in locked rooms or cases or in password-protected electronic files. If records are transported or contained on any electronic medium (including but not limited to computers, tablets, smart phones, zip-drives, etc.) the medium shall be password protected. The Contractor shall not use or disclose any client information except as specifically provided by this Contract, or as required by law. The Contractor's representatives shall have access only to those portions of the records directly related to their work assignments.
5. **LOSS OR DISCLOSURE OF CLIENT RECORDS OR INFORMATION:** The Contractor shall have policies and procedures to protect confidential client records and information from loss, unauthorized disclosure, or data breaches (hereinafter collectively referred to as "loss"), and shall make those policies available to DHS. The policies and procedures shall address how client records and information will be maintained, transmitted, stored, and secured to protect against any loss. The policies and procedures shall also address the steps that will be taken in the event of any loss to notify, protect and reimburse those impacted by the loss against potential damages as well as to prevent future losses.

The Contractor shall be responsible for any loss of client records or client information by it or its representatives and for any and all costs, remediation (including but not limited to credit monitoring), and damages associated with such loss. In the event of a loss, in addition to any actions required by the Contractor's policies and procedures, the Contractor shall notify the following individuals of the loss no later than 24 hours after it is discovered:

- a. The DHS Contact Person identified on the front of this Contract;
- b. The DHS Risk Manager in the DHS Office of Fiscal Operations; and
- c. The client or the client's parent(s) or legal guardian.

SECTION E: SUBCONTRACTING, ASSIGNMENT, AMENDMENTS, AND DISPUTE RESOLUTION PROCEDURES

1. **SUBCONTRACTS:**
 - a. **Definition of "Subcontractor":** As used in this Contract, "subcontractor" means an individual or entity that has entered into an agreement with the Contractor to perform services for which the Contractor is responsible pursuant to the terms of this Contract. "Subcontractor" also refers to individuals or entities that have entered into agreements with any subcontractor **if** those individuals or entities perform any of the subcontractor's duties pursuant to this Contract.
 - b. **Is Subcontracting Allowed:** The Contractor may subcontract to provide the services specified in the contract. However, Contractor must notify DHS/DCFS in writing of

plans to enter into any subcontracts and must obtain DHS/DCFS approval prior to entering into any subcontracts.

- c. **When Subcontracting Is Allowed:** If Contractor is allowed to subcontract under Paragraph 1.b. above, the following provisions apply:

- (1) **Contractor Responsibilities Regarding Subcontracts.** The Contractor retains full responsibility for contract compliance, whether the services are provided directly or by a subcontractor.
- (2) **Provisions Required in Subcontracts.** When the Contractor subcontracts and pays the subcontractor for goods or services through federal and state funds, the Contractor shall, at a minimum, include provisions in its subcontract that require the subcontractor to comply with all:
 - (a) provisions of this Contract including the insurance and indemnification provisions; and
 - (b) applicable laws and contract provisions identified in 45 C.F.R. § 92, "Uniform Administrative Requirements for Grants and Cooperative Agreements to State, Local, and Tribal Governments".

2. **CONTRACT ASSIGNMENT:** The Contractor may not assign its benefits or obligations pursuant to this Contract to any other entity, without the prior written consent of both the DHS/DCFS Director and the DHS Purchasing Agent, which may be withheld for any reason.

- a. No contract assignment shall be binding upon DHS until the following requirements have been met:

- (1) The Contractor submits its request to assign the Contract to DHS/DCFS on the "DHS Consent to Contract Assignment" (Contract Assignment) form;
- (2) The proposed Assignee submits all documentation required by the original procurement, demonstrating that it meets all contract qualifications and has the capability to provide all contract services;
- (3) DHS/DCFS evaluates the proposed Assignee's documentation and makes a recommendation to the DHS Purchasing Agent as to whether the proposed Assignee is qualified and capable of complying with all Contract requirements;
- (4) The DHS Purchasing Agent reviews DHS/DCFS recommendation and determines in writing that the assignment does not appear to violate procurement rules;
- (5) The DHS/DCFS Director approves the assignment by signing the "Contract Assignment" form.

- b. Upon execution of the Assignment Agreement between the assignor and assignee and written approval by DHS/DCFS as evidenced by execution of the "DHS Consent to Contract Assignment" form:
 - (1) Assignor shall have no further authority to perform pursuant to this Contract and shall make no claim for benefits arising from this Contract; and
 - (2) The DHS Consent to Contract Assignment form shall be made a part of this Contract by attachment.

Notwithstanding any agreement between the assignor and assignee, DHS may hold the assignor and assignee jointly and severally responsible for all obligations, losses, damages, injuries, liabilities, suits, claims and proceedings arising out of the performance of this Contract.

- 3. **CONTRACT AMENDMENTS:** The parties may modify this Contract only by written amendment signed by the parties and approved by the DHS Bureau of Contract Management with the exception of Paragraphs a., b., and c. below. Any amendments shall be attached to the original signed copy of this Contract.
 - a. **Federal or State Budgetary Action:** If federal or State budgetary action necessitates or requires a change in the service rates or the payments to be made pursuant to this Contract, DHS shall advise the Contractor of the change via written notice signed by the DHS/DCFS Director. The notice shall identify the new rates or payments, and the effective date of the change. **A notice issued pursuant to this paragraph shall constitute an amendment to the Contract without the Contractor's signature.**
 - b. **Utah State Department of Health (DOH) Mandated Changes to Medicaid Rates:** If the DOH requires a change in any Medicaid rates in this Contract, DHS shall advise the Contractor of the change via written notice signed by an authorized representative of DHS. The notice shall identify the services affected, the new rate for each service, and the effective date of the change. **A notice issued pursuant to this paragraph shall constitute an amendment to the Contract without the Contractor's signature.**
 - c. **Financial Reporting Requirements:** If federal, State or DHS financial reporting requirements change, DHS may advise the Contractor of the changes via written notice signed by an authorized representative of DHS. The notice shall specifically identify the new reporting requirement(s) and the effective date of the change. **A notice issued pursuant to this paragraph shall constitute an amendment to the Contract without the Contractor's signature.**
- 4. **REMEDIES:** If DHS determines that the Contractor or a subcontractor has failed to comply with any of the provisions of this Contract, DHS may do any of the following:
 - a. **Disallow Contractor Expenditures.** DHS may disallow the Contractor's and the subcontractor's expenditures and adjust its payments to the Contractor by deducting such disallowed expenditures.

- b. **Withhold Payment.** DHS may withhold funds from the Contractor for contract non-compliance, misuse of public funds, or failure to comply with State and federal law.
 - (1) If an audit finding or judicial determination is made that the Contractor or its subcontractor misused public funds, DHS may also withhold funds otherwise allocated to the Contractor to cover the costs of any audits, attorneys' fees and other expenses. DHS shall give the Contractor prior written notice that the payment(s) will be withheld. The notice shall specify the reasons for such withholding. DHS shall inform the Contractor whether any amounts withheld may be released, and if so, the actions that the Contractor must take to bring about the release of any amounts withheld.
 - (2) If an independent CPA audit or DHS review determines that the payments made by DHS to the Contractor were incorrectly paid or were based on incorrect information from the Contractor, DHS may adjust or withhold the Contractor's payments for the remainder of the contract period or until DHS fully recoups the funds.
- c. **Require Repayment.** Upon written request by DHS, any overpayments, disallowed expenditures, excess payments or questioned costs are immediately due and payable by the Contractor. In the alternative DHS shall have the right to withhold any or all subsequent payments pursuant to this Contract until DHS fully recoups these funds. In such cases, the Contractor shall not reduce the level of services required by the Contract.
- d. **Require Corrective Action.** The Contractor shall comply with the terms of any corrective action plan required by DHS.
- e. **Suspend Client Placements.** DHS may suspend client placements with, and/or client referrals to, the Contractor, if DHS determines the Contractor is not complying with the terms of this Contract. DHS/DCFS will provide written notice to the Contractor prior to implementing a suspension. The notice will advise the Contractor of any actions required of it to lift the suspension.
- f. **Terminate the Contract.** DHS may terminate this Contract in accordance with the contract termination provisions outlined below.
- g. **Pursue Any Legal Remedy.** DHS and the Contractor may avail themselves of all remedies allowed by state or federal law.

- 5. **CONTRACT DISPUTES - ADMINISTRATIVE REVIEW:** Prior to pursuing other legal remedies, the Contractor shall appeal any contract dispute with DHS by filing a written appeal with the DHS Deputy Director for Support Services within 30 days of the disputed DHS action or decision. The Contractor's written appeal shall identify the Contractor, the contract number, the disputed issue, pertinent contract provisions or legal authorities, and the contact person for the Contractor. The Contractor shall also provide a copy of its appeal to the Director of DHS/DCFS.

The DHS Deputy Director shall have 60 days to issue DHS' written response to the Contractor's appeal. The Deputy Director may designate another DHS employee to review and respond to the Contractor's appeal.

6. **CONTRACT TERMINATION:**

- a. **Right to Terminate Upon Thirty Days Notice.** Either party may terminate this Contract, with or without cause, in advance of the Contract's expiration date by giving the other party 30 days written notice.
- b. **Immediate Termination.** If the Contractor's violation of this Contract creates or is likely to create a risk of harm to the clients served pursuant to this Contract, or if any other provision of this Contract allows DHS to terminate the Contract immediately for a violation of that provision, DHS may terminate this Contract immediately by notifying the Contractor in writing.
- c. **Cooperative Efforts to Protect the Clients.** If either party elects to terminate this Contract, both parties will use their best efforts to provide for uninterrupted client services.
- d. **Payments after Termination.** Upon termination of this Contract, the parties shall use the financial and accounting arrangements in this Contract to process payments for any undisputed services that the Contractor rendered before termination. The Contractor shall have no claim for services not rendered. DHS shall not pay Contractor for any of the Contractor's obligations or expenses that extend beyond the termination date. **This provision shall survive the termination of this Contract.**
- e. **Records Retention and Access after Termination.** The Contractor shall comply with the provisions of this Contract relating to the Contractor's record-keeping responsibilities and DHS access to records and shall ensure that the Contractor's staff properly maintains all records. **This provision shall survive the termination of this Contract.**

7. **ATTORNEYS' FEES AND COSTS:** If either party seeks to enforce this Contract upon a breach by the other party, or if one party seeks to defend itself against liability arising from the negligence of the other party, the prevailing party shall receive from the unsuccessful party all court costs and its reasonable attorneys' fees.

8. **GRIEVANCE PROCEDURES FOR CLIENTS AND APPLICANTS:** The Contractor shall establish a grievance system for the clients and applicants of the programs covered by this Contract, and shall notify each client and applicant in writing that:

- a. Clients and applicants have the right to present the Contractor with their grievances including but not limited to:
 - (1) denial of services covered by this Contract;
 - (2) exclusion from a program pursuant to this Contract; or

- (3) inadequacies or inequities in the programs and services provided pursuant to this Contract; and
- b. The Contractor shall establish and maintain a tracking system identifying the nature and outcome of each grievance.
- c. If the Contractor denies a grievance, or fails to respond to a grievance in a timely fashion, the client or applicant may contact the DHS/DCFS Director in writing. The DHS/DCFS Director or designee will attempt to resolve the grievance.

PART II: SCOPE OF WORK AND SPECIAL CONDITIONS

DESCRIPTION OF THE SERVICES OR SUPPORTS TO BE PROVIDED UNDER THIS CONTRACT.

SECTION I. PROCTOR CARE AND TRANSITION TO ADULT LIVING SERVICES

A. BACKGROUND

Proctor Care services shall be provided for specified Clients in the custody of the Department of Human Services (DHS), Division of Child and Family Services (/DCFS) or former Clients adopted from DHS/DCFS custody, who have been removed from their own homes because of neglect, abuse, serious parental inadequacy, or family problems, and may have been involved in the juvenile justice system or probation.

Proctor Care services shall be provided for specified Clients in the custody of the DHS Division of Juvenile Justice Services (/DJJS) who have been involved in criminal activities and may have been in DHS/DCFS custody.

Many Clients have emotional and behavioral disorders requiring care and supervision in residential programs, proctor homes or supervised transition to adult living apartment settings. In addition, Clients may also require outpatient mental health services and other specialized or supportive services to help them function appropriately in community settings and to safely transition back home or to another permanent living arrangement. Clients are in a unique situation of living outside their home environment, thus underlying grief, loss, and trauma issues may co-exist with their mental health diagnosis and should be addressed.

The concept of trauma informed care is based on the data found in the Adverse Childhood Experiences (ACE) study found at <http://www.acestudy.org/>. The study postulates that there is a strong correlation between childhood maltreatment and later-life health and well-being. Severe trauma in children can alter brain activity patterns that can lead to mental, emotional and behavioral disorders. Specialized services and supports for children who have experienced trauma are critically important in working to build resilience.

Clients need services that promote the Client's mental health, reduce the Client's mental disability, restore the Client to the highest possible level of functioning, promote the Client's self-sufficiency, and systematically reduce the Client's reliance on mental health support systems. Rehabilitative mental health and wrap services should be provided in collaboration with the Client's family and the proctor family in such a way that promotes stability and long-term permanence for each Client. Both the Client's family and current proctor family need to be included in the Client's ongoing treatment to understand how to best address the Client's current and future mental health needs.

B. DEFINITIONS

For the purpose of this Scope of Work, the following definitions apply:

1. Action Step:

Action steps are behavior criteria, or subtasks that Clients must demonstrate to meet the SMART goal. Action steps are a behavioral way to measure progress. Action steps are determined by the treatment team.

2. Administrative Staff:

The Contractor's management staff that do not supervise or provide direct services to Clients.

3. Applicant:

An individual who has requested a background screening.

4. Autism Spectrum Disorder (ASD):

ASD is a disorder in which a child's brain does not develop typically, and neurons form connections in unusual ways. The major features of autism are impaired social interaction and communication - such as delayed language development, avoiding eye-contact and difficulty making friends - as well as rigid, restricted and repetitive behavior, such as repeatedly making the same sound or intense fascination with a particular toy.

5. Background Screening:

The review of an applicant's criminal history and abuse, neglect, or exploitation history through one or more criminal, abuse, neglect, or exploitation databases for the purpose of determining whether the applicant may have direct access to Clients.

6. Background Screening Clearance:

- a. For Contractors licensed through the Department of Human Services Office of Licensing (DHS/OL), DHS/OL has conducted an applicant's background screening and has cleared the applicant to have direct access to Clients.
- b. For Contractors licensed through the Department of Health Bureau of Health Facility Licensure (DOH), and for whom DOH has conducted an applicant's Background Screening, DOH has cleared the applicant.
- c. For Contractors who are not licensed through the DHS/OL or the DOH, the DHS/DCFS Background Screening Coordinator has reviewed an applicant's background screening and has cleared the applicant to work with DHS Clients.

7. Case Manager:

A DHS/DCFS or DHS/DJJS employee with primary responsibility for a Client in custody.

8. Certified Program:

A proctor program that implements an evidence-based model approved by DHS and has been certified by the authority that designed the model. One example of a certified program is the Teaching Family Model.

9. Client:

A child or youth in the custody of DHS or DHS/DCFS or DHS/DJJS.

10. Client Identifying Information:

Information identifying or leading to the identity of the Client or Client's family. Identifying information may be verbal or written communication, photographs or digital images and video clips, and data.

11. Contract Monitor:

Division staff that provide consultation and technical assistance to Contractors and Division staff for compliance with all contract requirements, and reviews and approves or denies submitted billings. DHS/DCFS Contract Monitors are also known as Contract Coordinators. DHS/DJJS Contract Monitors are also known as Support Services Coordinators.

12. Diagnostic Mental Health Services:

Medical procedure(s) recommended by a physician or other licensed mental health therapist within the scope of his or her practice under State law to enable him/her to identify the existence, nature, or extent of a mental health disorder in a Client that are included in this Contract and defined in the current Utah Medicaid Provider Manual.

13. Direct Access:

An individual has or will have contact with or access to a Client that provides the individual with an opportunity for personal communication or touch.

14. Direct Care Staff:

The Contractor's staff that provide supervision of a Client, or care directly to a Client, and may include staff that provide educational, vocational, therapeutic, or non-clinical treatment services, but does not include support staff, administrative staff, or volunteers.

15. Direct Supervision:

The person being supervised is under the uninterrupted visual and auditory surveillance of the person doing the supervising.

16. Division:

The Division with which this Contract is written (either DHS/DJJS or DHS/DCFS).

17. Evidence-Based Practice:

A DHS/DCFS or DHS/DJJS Director-approved modality, practice, strategy, or a formal program based on research that has been independently validated through scientific methodology in which findings have demonstrated effective and measurable outcomes for children and youth.

18. Evidence-Informed Practice:

A DHS/DCFS or DHS/DJJS Director-approved treatment or program modality integrating best available strategies that have some quantitative data showing positive outcomes over a period of time, but do not have enough scientific research or replication to demonstrate effective outcomes for the target population. This informed practice allows for innovation and incorporates the lessons learned from the existing research literature.

19. Face-to-Face:

The Client is present with the mental health provider in the setting in which the service is being provided, or when conducting telehealth or other interactive video communication sessions.

20. Family:

Family includes the Client's biological family of origin, a kinship caregiver's family, adopted family, or other identified permanent caregiver's family.

21. Fetal Alcohol Spectrum Disorders (FASD):

FASD results from the consumption of alcohol during pregnancy. Children with FASD have a high risk of psychiatric problems, particularly attention deficit hyperactivity disorder (ADHD), conduct disorder, or both. Children with FASD have more severe behavioral problems overall. These children experience a higher frequency of social cognition and emotional regulation challenges and impulsivity. They are likely to engage in behaviors, such as cheating, stealing lying and acting immature.

22. Foster:

The provision of substitute care which is conducive to the physical, social, emotional and mental health of children or adjudicated youth under the age of 21 who are temporarily unable to remain in their own homes but are able to participate in family and community life without danger to themselves or others. Clients in foster care are placed in the care of DHS/DCFS.

A generic term for an out of home family-based placement which includes "proctor". For example, a reference or requirement relating to a foster parent includes a certified

proctor parent, foster care includes proctor care, and a foster home includes a certified proctor home.

23. Graduated Sanctions Model:

A model used by DHS/DJJS to evaluate the appropriate level of care and intervention required to meet the needs of Clients who come into DHS/DJJS custody because of criminal involvement.

24. Grievance:

A formal claim or allegation regarding a condition, circumstance, incident or action involving the Contractor or provider.

25. Levels of Care Model:

A model used by DHS/DCFS to evaluate the appropriate levels of care required for Clients who come into DHS/DCFS custody because of abuse, neglect, or dependency.

26. OH20 (DHS/DCFS Only):

A residential care screening form completed by the Case Manager and used at the DHS/DCFS placement screening committee meetings.

27. Parent:

The biological parent of origin, legal guardian, a kinship caregiver, adopted parent, or other identified permanent caregiver.

28. Proctor Care:

Care and supervision for a Client by proctor parents in a family home setting under the authority and supervision of a licensed child placing foster care agency.

29. Proctor Parent:

An employee or subcontractor of the Contractor who provides substitute care to a Client under the authority and supervision of a licensed child placing foster care agency that is contracted with the Division.

30. Protective Risk Assessment (PRA):

An assessment process for identifying the strengths and weaknesses of delinquent youths.

31. Psychiatric Diagnostic Interview Examination:

A mental health assessment used to identify trauma and/or mental health services needed by the Client.

32. Purchased Service Authorization (PSA):

An authorization to purchase specific clinical and placement services.

33. Rehabilitative Mental Health Services:

Medical or remedial services included in this Contract and defined in the most current Utah Medicaid Provider Manual that are recommended by a physician or licensed mental health therapist, within the scope of his or her practice under Utah law, for maximum reduction of a Client's mental health disorder and restoration of a Client to his/her best possible functional level.

34. Respite Care:

The temporary placement, including overnight stays, of a Client in a proctor home other than the proctor home that is providing ongoing care for the Client with the intent that the Client will return to the original proctor home.

35. Responsivity Principle (DHS/DJJS Only):

Services provided that are tailored to match the teaching style of the program to the learning style of the Client, varying treatment according to the relevant characteristics of the Client such as gender, culture, developmental stages, trauma, IQ, motivation, mental disorders, and psychopathy.

36. Risk Level:

The level of probability and degree of harm to self or others.

37. SMART Goal (DHS/DJJS Only):

Specific, measurable, attainable, realistic and timely (SMART) goals that describe the criteria that must be met to reduce identified dynamic risk factors. Smart goals are determined by the Case Manager with treatment team input.

38. Social Networking Mediums:

Forums that include but are not limited to blogs, email, social network sites such as Facebook or Myspace, letters, and newsletters.

39. Step-Down:

A reduction in intensity and/or level of service.

40. Support Staff:

The Contractor's staff, not including the administrative staff, that do not supervise or provide direct services to Clients.

41. Team or Treatment Team:

A Child and Family Team for DHS/DCFS or Treatment Team for DHS/DJJS consisting of individuals authorized by the Case Manager that participate in planning, providing, and monitoring supports and services for the Client and family / legal guardian, such as the Case Manager, service provider, Client, family members, legal guardian, proctor parents, community specialists, friends, and other people approved by the Case Manager.

42. Team Meeting:

A Child and Family Team Meeting for DHS/DCFS or a Treatment Team Meeting for DHS/DJJS.

43. Telehealth:

"Telehealth" is the practice of mental health care delivery through interactive video communications when distance or other hardships create difficulty with consistent access to services. Telehealth occurs in real-time or near real-time.

44. Transition to Adult Living (TAL):

A program for Clients that aids them in the development of the skills needed for successful adult life. TAL services include course work, home studies, community involvement, and/or placement.

45. Trauma-Informed Care:

The philosophy that providers must assess childhood maltreatment and may need to modify treatment based on the understanding of neurological, biological, psychological and social effects of trauma. It is not a set of specific services but a set of principles that place trauma at the center of treatment.

46. Traumatic Brain Injury (TBI):

A TBI is caused by a bump, blow or jolt to the head or a penetrating head injury that disrupts the normal function of the brain. TBI can cause a wide range of functional short- or long-term changes affecting:

- a. **Thinking** (i.e., memory and reasoning);
- b. **Sensation** (i.e., touch, taste, and smell);
- c. **Language** (i.e., communication, expression, and understanding); and
- d. **Emotion** (i.e., depression, anxiety, personality changes, aggression, acting out, and social inappropriateness).

47. Treatment Plan:

A written, individualized plan that contains measurable treatment goals related to problems identified in the Psychiatric Diagnostic Interview Examination.

48. Volunteer:

A person who performs a service willingly without pay.

49. “What Works” Principles:

Five principles of correctional intervention having a greater likelihood of reducing recidivism, including:

- a. Risk Principle: Interventions should target offenders who are most at risk. The intensity of services provided should mimic the risk to re-offend level of the Client, with the most intense services tailored to the highest risk to re-offend Clients.
- b. Need Principle: Services provided should address criminogenic needs (dynamic, changeable needs associated with re-offending behavior). The strongest factors associated with crime are peer relationships, family factors, substance abuse, antisocial attitudes toward authority, education, and employment.
- c. Treatment Principle: Employ evidence-based treatment approaches. These services should incorporate cognitive behavioral theoretical foundations (i.e., reinforcement of pro-social behaviors) and be structured, and focused on developing skills.
- d. Responsivity Principle: Services provided should be tailored with respect to matching the teaching style to the learning style of the Client, varying treatment according to the relevant characteristics of Clients such as gender, culture, developmental stages, IQ, motivation, mental disorders, and psychopathy.
- e. Fidelity Principle: Monitor the implementation quality and treatment fidelity to ensure programs are delivered the way in which they were designed and intended to maximize program success and recidivism reduction.

50. Wrap Services:

A coordinated set of services that are part of an individualized care plan for a Client.

C. POPULATION TO BE SERVED

Clients who demonstrate emotional and behavioral disorders requiring care and supervision in proctor homes or supervised transition to adult living apartment settings. In addition, Clients

may also require mental health services and other specialized or supportive services to help them function appropriately in community settings and to safely transition back home or to another permanent living arrangement.

D. REQUIREMENTS SPECIFIC TO DIVISION PLACEMENT MODELS

1. PLACEMENT PRINCIPLES

The Divisions use placement models (DHS/DJJS: Graduated Sanctions, and DHS/DCFS: Levels of Care) to guide decisions for placing Clients in appropriate settings.

The Contractor shall:

- a. Not mix populations in a proctor home by Division, gender, primary treatment need category, or risk level except as described elsewhere in this Contract.
- b. Provide evidence-based gender-responsive best practices.
- c. Implement and utilize evidence-based or evidence-informed practices, that has been previously approved in writing by the Division Director or approved through the bidding process of this Contract, for each category of need/target population served. The Contractor's daily behavioral programming shall follow its implemented evidence-based or evidence-informed practice.
- d. Maintain certification, if utilizing a certified program, to ensure fidelity to the model over time.
- e. Use the “What Works“ principles when implementing programming with Clients. The Contractor shall use the “Responsivity Principle” when determining suitability for a Client’s placement into the program and ensure that the program is being implemented as designed and according to evidence based practices.
- f. Provide daily programming and wrap services that are individualized for each Client’s needs to allow the Client to reach a level of functioning and enabling the Client to safely and appropriately function in community settings and return home or transition to another permanent living arrangement.
- g. Not interpret targeted length of stay time frames described in Division placement models as expected minimums, maximums, or norms for every Client.
- h. Not interpret mental health or wrap service guidelines described in Division placement models as expected minimums, maximums, or norms for every Client.

- i. Incorporate the Client's individual identified risk factors and treatment goals as identified on the Client's Division assessment into the program. Treatment goals shall be specific, measurable, attainable, realistic and timely (aka SMART Goals for DHS/DJJS). As part of the treatment plan, treatment goals are approved by the Case Manager with treatment team input.

For DHS/DJJS, the Contractor shall:

- (1) Coordinate with the Case Manager to ensure the treatment goals describe the criteria that must be met to reduce identified dynamic risk factors.
- (2) Utilize action steps that are behavior criteria, subtasks, the Client must demonstrate to meet the SMART goal. Actions steps are a behavioral way to measure progress. Action steps are determined by the treatment team.
- (3) Utilize strategies that are behaviors and actions the provider/treatment team perform to support the Client in attaining his/her treatment goals. Strategies are determined by the treatment team.
- (4) Base individualized treatment goals and interventions upon the Division and Contractor assessments of the Client, specifically the Protective Risk Assessment (PRA).

- j. Incorporate into the program the Client's treatment needs addressing attitudes, behaviors, and skills development across all populations. For Clients with trauma issues, the Contractor shall use trauma informed organizations, programs, and services based on an understanding of the vulnerabilities or triggers of trauma survivors that traditional service delivery approaches may exacerbate to support the Client and avoid re-traumatization.
- k. Incorporate trauma-informed care in day-to-day programming.
- l. Arrange for mental health services for each Client based on the Client's individual mental health needs as prescribed by a qualified mental health provider and with prior written approval of the Case Manager.
- m. Coordinate with the Case Manager to initiate transition planning for a Client at the time of admission, and continue transition planning throughout placement to help the Client:
 - (1) And their family / legal guardian prepare for the Client's return home,
 - (2) Move to another treatment program or proctor/foster placement, or
 - (3) Transition to an independent living arrangement.
- n. Work and coordinate with a Client's family / legal guardian with whom reunification, adoption or permanent guardianship is a goal, unless it will

negatively impact the Client. Assist the Client and family / legal guardian in obtaining community resources. Coordinate treatment with direct care staff and in reinforcing treatment during day to day activities.

- o. Attempt to stabilize the placement through adjusting treatment and wrap services based on the Client's variable needs before the Contractor makes a request to the Division to change a Client's placement.
- p. Obtain written authorization from the Case Manager prior to providing services or increasing services for a Client in accordance with the Divisions' purchase of service authorization process.
- q. Notify the DHS/DJJS Case Manager or DHS/DCFS Contract Monitor in writing at the beginning of the certification process on a proctor home that is transferring from another proctor agency when there is currently a Client placed in the proctor home. The Contractor shall obtain written approval of the Case Manager for the Client to remain in the proctor home prior to certifying the proctor home. The Contractor shall not provide services to the Client without a PSA approved by the Case Manager.

2. DHS/DJJS GRADUATED SANCTIONS MODEL

Graduated Sanctions is a residential placement guideline for DHS/DJJS Case Managers that categorizes residential programs by supervision level and treatment need relating to the offense that brought the Client into custody, with the goal of providing the most appropriate services and supervision to Clients to eliminate further criminal behavior.

This Contract only addresses services under the model for Clients with low risk levels (low risk to re-offend). High and moderate risk Clients receive services through residential treatment programs.

The Contractor shall provide services in proctor homes to a targeted population by supervision level and treatment need. Transition to adult living services in supervised apartments is not category specific.

Table 1
DHS/DJJS GRADUATED SANCTIONS MODEL

The YIB, YPB, and YAC sections of this table apply to this Contract. Other sections of this table are for reference only.

← DYNAMIC FACTORS →						
↑ S T A T I C F A C T O R S ↓	ASSESSMENT PROCESS					
		Male Sex Offenders	Female Sex Offenders	Male or Female Mental Health	Male or Female Substance Dependent	Male or Female Behavioral Disorder
	High	YSF/ YSF-Y NOJOS Level 6 Staffing Ratio 1:4	YSF NOJOS 4, 5, 6 Staffing Ratio 1:4	YMF Staffing Ratio 1:4	YDE Staffing Ratio 1:6	YBF Staffing Ratio 1:4
	Moderate With Awake Night Staff	YSE NOJOS 4 or 5 Staffing Ratio 1:6		YME Staffing Ratio 1:6		YBE Staffing Ratio 1:6
	Moderate Certified Small Residential Program No Awake Night Staff	YSD NOJOS 4 or 5 Staffing Ratio 1:6		YMD Staffing Ratio 1:6		YDD Staffing Ratio 1:6
	Low	YIB—One Client YPB—Two Clients NOJOS Levels 1, 2, 3, or 4	YIB—One Client YPB—Two Clients NOJOS Levels 1, 2, 3, or 4	YIB—One Client YPB—Two Clients	YIB—One Client YPB—Two Clients	YIB—One Client YPB—Two Clients
	YAC - Transition to Adult Living (Not category specific) Staffing Ratio 1:4; no awake night staff					
	Home or True Independent Living					
	Successful Termination					

a. Graduated Sanctions Model and Profiles

The Contractor for proctor care shall provide services to targeted Clients at low risk to re-offend and based upon category of need, according to profiles described below, with the following exception. Transition to Adult Living Services applies to Clients with low-risk to re-offend but is not category specific.

b. DHS/DJJS Graduated Sanctions Model Profiles

(1) Category: Male-Sex Offender

(a) Population Description:

Male Clients committed to DHS/DJJS for community placement or who are transitioning from secure care whose Presenting Offense Episode (POE) includes conviction of a sexual offense.

(b) Low Risk to Re-Offend:

- i. Service Code: YIB/YPB
- ii. Risk:
 - (i) Score “low” on Protective Risk Assessment (PRA)
 - (ii) Network on Juveniles Offending Sexually (NOJOS) levels 4.
 - (iii) Clients stepping down from High Risk or Moderate Risk programs.
 - (iv) Clients assessed as naïve experimenters or under socialized child exploiters.
- iii. Need: Primary treatment need areas are (but not limited to) mental health and family issues.

(c) Notes:

- i. The Juvenile Sexual Offense Recidivism Risk Assessment Tool (JSORRAT) may be used to assign risk levels and services.
- ii. Client transitioning from NOJOS level 8 (secure facility) programs may step down to a YSE placement and/or a YIB/YPB placement in the model; however, that transition is not mandatory depending on Client’s needs.
- iii. Clients stepping down from a High or Moderate risk program shall not be placed in a YPB placement with a Low risk Client.

(2) Category: Female-Sex Offender

(a) Population Description:

Female Clients committed to DHS/DJJS for community placement or who are transitioning from secure care whose POE includes adjudicated sex offenses.

(b) Low Risk to Re-Offend:

- i. Service Code: YIB/YPB.
- ii. Risk:
 - (i) Score “low” on PRA.
 - (ii) Clients stepping down from High/Moderate Risk program.
 - (iii) Clients who show signs of sexually acting out (e.g., lewdness) or are sexually reactive, but not perpetrating.
- iii. Need: Primary treatment need areas are (but not limited to) mental health and family issues.

(3) Category: Male and Female-Mental Health

(a) Population Description:

Clients committed to DHS/DJJS for community placement or who are transitioning from secure care whose POE includes criminal behavior that is attributed to:

- i. Pervasive Development Disorder (PDD) such as autistic disorder, childhood disintegrative disorder, mental retardation, or Asperger’s syndrome.
- ii. Seriously Emotionally Disturbed Disorders (SED) such as major depression, bipolar, anxiety, Post Traumatic Stress Disorder (PTSD), psychotic or borderline personality disorders.

(b) Low Risk to Re-Offend:

- i. Service Code: YIB/YPB with wrap services
- ii. Risk: In conjunction with a mental health professional and upon examining the current offense, the POE, and a mental health assessment, the Client shall be assigned a level of risk and appropriate placement by the Division.
- iii. Need: The primary treatment needs are (but not limited to) mental health and family issues.

(c) Notes:

- i. Medication Management may be a key component of each of the services in this category.
- ii. A component of all programming in this category shall be to help the family prepare to have the Client return to their home by teaching them the skills necessary to deal with the Client and by helping them find long-term community resources to help with the Client.

(4) Category: Male and Female-Substance Dependent

(a) Population Description:

Clients who have been diagnosed substance dependent either through a psychological or substance abuse assessment. These Clients do not have a severe mental health disorder.

(b) Low Risk to Re-Offend:

- i. Service Code: YIB/YPB.
- ii. Risk:
 - (i) Score “low” on PRA.
 - (ii) Psychological or substance abuse assessment of substance dependent.
 - (iii) Clients stepping down from High/Moderate Risk programs.
- iii. Need: Primary treatment needs are (but not limited to) the areas of alcohol and drugs, family issues, relationships, and school.

(5) Category: Male and Female-Behavioral

(a) Population Description:

Clients committed to DHS/DJJS for community placement or who are transitioning from secure care whose POE includes acts of violence or aggression toward person(s); crimes against property such as vandalism, theft, arson, burglary, or destruction of property; or, who are exhibiting non-compliant behavior such as probation violations, contempt charges, truancy, ungovernable behavior, substance abuse, or status offenses.

- (b) Low Risk to Re-Offend:
 - i. Service Code: YIB/YPB.
 - ii. Risk:
 - (i) Score “low” on PRA.
 - (ii) Clients stepping down from High Risk or Moderate Risk programs.
 - (iii) POE includes items from the following list:
 - Clients involved in isolated incidents of aggression or property offenses, which do not involve weapons.
 - Clients involved in acts of verbal aggression.
 - History of continued probation violations, contempt charges, or ungovernable behavior.
 -
 - OR –
 - Score “moderate” on PRA.
 - POE includes items from the following list:
 - Probation violations.
 - Contempt, curfew, or status offenses.
 - Truancy related violations.
 - Ungovernable behavior.
 - Substance abuse
 - iii. Need: Primary treatment needs are (but not limited to) the areas of alcohol and drugs, mental health, family issues, relationships and school.

3. CHILD AND FAMILY SERVICES LEVELS OF CARE MODEL

The following model establishes the foundation for placement decisions for Clients in the custody of DHS/DCFS. This Contract addresses services under the model for Clients with low risk levels. High and moderate risk Clients receive services through residential treatment programs.

Table 2
DHS/DCFS LEVELS OF CARE EVALUATION MODEL

The DIB, DPB, and DAC sections of this table apply to this Contract. Other sections of this table are for reference only.

← TREATMENT FOCUS →					
ASSESSMENT PROCESS					
	Male Sex Offenders	Female Sex Offenders	Male or Female Mental Health	Male or Female Substance Dependent	Male or Female Behavioral
↑ I N T E N S I T Y ↓	High	DSF/ DSF-Y NOJOS Level 6 Staffing Ratio 1:4	DSF NOJOS 4, 5, 6 Staffing Ratio 1:4	DMF Staffing Ratio 1:4	DDE Staffing Ratio 1:6
	Moderate	DSE NOJOS 4 or 5 Staffing Ratio 1:6		DME Staffing Ratio 1:6	DBF Staffing Ratio 1:4
	With Awake Night Staff				DBE Staffing Ratio 1:6
	Moderate Certified Small Residential Program No Awake Night Staff	DSD NOJOS 4 or 5 Staffing Ratio 1:6	DMD Staffing Ratio 1:6	DDD Staffing Ratio 1:6	DBD Staffing Ratio 1:6
Low	DIB –One Client DPB –Up to three Clients <i>NOJOS Levels 1, 2, 3, or 4</i>	DIB –One Client DPB –Up to three Clients <i>NOJOS Levels 1, 2, 3, or 4</i>	DIB –One Client DPB –Up to three Clients	DIB –One Client DPB –Up to three Clients	DIB –One Client DPB –Up to three Clients
DAC - Transition to Adult Living (Not category specific) Staffing Ratio 1:4; No awake night staff					
PC2 – Level II Contracted Foster Care (For sibling of Client in DPB placement)					
PC1 – Level I Contracted Foster Care (For sibling of Client in DPB placement)					
BAC – Supplemental Payment for Baby of Client in Custody (For baby of Client in DPB placement)					
Permanency (Reunification, Adoption, Guardianship, Other Successful Lifelong Connections)					
Successful Termination					

a. Descriptions of the Population for the DHS/DCFS Levels of Care Evaluation Model:

The Contractor for proctor care shall provide services to targeted Clients based on category of need and low intensity of treatment level requiring care in a proctor home, as described below, with one exception. Transition to Adult Living Services apply to Clients with low intensity treatment level but are not category specific.

b. Category: Behavioral Disorders

(1) Population Description:

Clients in DHS/DCFS custody whose behaviors negatively affect life functioning.

- (a) Behaviors in this category may include (but are not limited to): acts of violence, aggression toward others; destruction of property; truancy; excessive running away, and ungovernable behavior. Clients may also have criminal charges against them and/or may be dually adjudicated in both the child welfare and juvenile justice systems. While the Client may have co-occurring mental health and/or substance abuse treatment needs, these needs are secondary to the unacceptable behaviors. For instance, a Client may have mental health issues stabilized but continue to engage in unacceptable behaviors, or a Client's substance abuse is part of the Client's overall disregard for rules.
- (b) Primary treatment needs for Clients in this category are in the areas of behavior, family issues, relationships, and school. Treatment goals shall also assist the Client in achieving permanency in a family setting.

(2) Intensity of Treatment: Low

- (a) Service Code: DIB/DPB
- (b) Characteristics: Client scores within the low range on the DHS/DCFS Level of Care Evaluation. The Client may also exhibit one or more of the following:
 - i. Isolated incidents of aggression with no use of weapons,
 - ii. Amenable to behavior interventions within a family setting,
 - iii. May have been involved in acts of verbal aggression,
 - iv. May be stepping down from a "moderate" level.

c. Category: Sexual Behaviors

(1) Population Description:

Clients who are in DHS/DCFS custody and exhibit sexualized behaviors beyond the norm for their age and developmental level that require treatment.

- (a) In conjunction with a Network of Juveniles Offending Sexually (NOJOS) assessment and the DHS/DCFS Levels of Care Evaluation tool, the Client shall be assigned a level of treatment need and placement by the Division. Specific sexual risk assessments, as approved by NOJOS may also be used to assign risk levels and services.
 - (b) The primary treatment for Clients in this category shall address sexual behavior as well as mental health and family issues. Treatment goals shall assist the Client in achieving permanency in a family setting. A component of programming in this category shall be to help the family, identified as the permanent family for the Clients, prepare to have the Clients in their homes by teaching the family the skills necessary to deal with the Client and by helping the family find long-term community resources.
 - (c) Male and female Clients shall not reside in the same residence, except as authorized by the Case Manager of the Clients in the case of siblings.
- (2) Intensity of Treatment: Low
- (a) Service Code: DIB/DPB
 - (b) Characteristics: The Client scores within the “low to moderate” range on the DHS/DCFS Levels of Care Evaluation tool and at least a level 4 on the NOJOS assessment which indicates the Client would benefit from proctor or foster care placement with outpatient sex specific psychotherapy. Clients appropriate for Level 4 exhibit one or more of the following:
 - i. Assessed as naïve experimenters,
 - ii. Assessed as under-socialized child exploiters,
 - iii. Risk that cannot be controlled in their current living environment,
 - iv. Client’s parents or caregivers cannot provide adequate supervision regarding the sexual behaviors,
 - v. Client’s parents or caregivers do not provide an adequate healthy or safe living environment for the Client.
 - vi. Client who has done well in a higher level of treatment and are stepping down.

- (i) Clients who initially score within the “low” treatment range shall not be placed with Clients stepping down from a higher level of care.

d. Category: Mental Health

(1) Population Description:

Clients who are in DHS/DCFS custody due to a clinical mental health diagnosis. These Clients typically have mental health issues that drive their behavior. These are Clients who currently or at any time during the past year, have had a diagnosed mental, behavioral or emotional disorder of sufficient duration to meet diagnostic criteria specified in the most recent DSM (Diagnostic Statistical Manual) of an Axis I or Axis II diagnosis, that resulted in a functional impairment which substantially interferes with or limits the Client’s role or functioning in at least two of the following: family, school or community activities.

- (a) In conjunction with a mental health professional and upon examining the current situation, the DHS/DCFS Levels of Care Evaluation tool, and a psychiatric diagnostic interview examination (mental health assessment), the Client shall be assigned a level of treatment need and appropriate placement by the Division.
- (b) Mental health and family issues shall be the primary treatment needs for Clients in this category. Treatment goals shall assist the Client in achieving permanency in a family setting.
- (c) A component of programming in this category shall be to help the family, identified as the permanent family for the Client, prepare to have the Client in their home by teaching them the skills necessary to deal with the Client and by helping them find long-term community resources to help with the Client.
- (d) Medication management may be a key component of the high and moderate levels of this category, and may be needed in the low level.
- (e) Outpatient Mental health services, for each level of treatment category shall be provided based on the treatment recommendations as outlined in the psychiatric diagnostic interview examination. Psychiatric diagnostic interview examination (mental health assessments) are to be completed initially when a Client enters Division custody and annually thereafter.

(2) Intensity of Treatment: Low

- (a) Service levels: DIB/DPB
- (b) Characteristics: The Client scores within the low range on the DCFS evaluation tool. The Client responds to treatment in a family setting when there is an elevated level of supervision and structure in the living environment and wrap around supports are provided. The Client's behaviors are manageable when the Client is provided with outpatient mental health services, which may include day treatment services. The Client may also exhibit one or more of the following:
 - (a) A manageable risk of harm to self or others,
 - (b) Past runaway behaviors,
 - (c) Impulsivity that interferes with healthy functioning.

e. Category: Substance Dependent

(1) Population Description:

Clients who have been diagnosed substance dependent either through a psychological or substance abuse assessment. These Clients do not have a severe mental health disorder. When assessing the Client's treatment level, the type of substances that the Client uses as well as the physical effects of withdrawal shall be considered. The substance abuse assessment used to determine treatment needs for the Client:

- (a) Shall assess, but is not limited to, the following areas:
 - i. Environmental influences,
 - ii. Parental influences,
 - iii. Duration of use,
 - iv. Severity of use,
 - v. Method of drug administration (inhalation, IV drug use, etc.),
 - vi. Current stage of recovery.
- (b) Primary treatment needs in this category are in the areas of alcohol and drugs, family issues, relationships, and school. Treatment goals shall also assist the Client in achieving the permanency in a family setting.

(2) Intensity of Treatment: Low

(a) Service Code: DIB/DPB

(b) Characteristics: Client scored within the “low” range on the DHS/DCFS level of care evaluation. Client also scores at least a Level II on ASAM or other similar substance abuse assessment. For Clients in this category, the type of substance used and the frequency of drug use is without serious effects of withdrawal. The Client may also exhibit one or more of the following:

- i. Client is able to function in a family setting with outpatient or day treatment,
- ii. Maladaptive behaviors that the Client displays are amenable to intervention,
- iii. Client may be stepping down from a higher level of care.

f. Category: Foster Care Level I

Population Description:

Clients on target developmentally or only slightly delayed, and may have mild to moderate medical, psychological, emotional, or behavioral problems. These Clients require standard parental supervision and care in a safe, family based environment. They may also have some mental health needs that are somewhat inhibiting and may require low intensity outpatient treatment services.

Service Code: PC1

g. Category: Foster Care Level II

Population Description:

Clients who may have physical disabilities, intellectual disabilities, developmental delays, medical needs or be medically fragile, or have a serious emotional disorder (SED). These Clients require care in a safe, family based environment with slightly or moderately more intensive parental supervision. Clients may have mental health needs that are moderately inhibiting and require outpatient treatment services and may include services such as day treatment and/or special education services due to a diagnosis of intellectual disabilities and related conditions or SED.

Service Code: PC2

h. Category: Baby of Client

Population Description:

A Client's baby that is not in Division custody because there are no concerns of abuse or neglect and whose primary care is the responsibility of the Client, with proctor parent support and mentoring.

Service Code: BAC

E. GENERAL REQUIREMENTS

The Contractor shall comply with the following requirements, in addition to the requirements for individual services the Contractor is providing.

1. Contractor Requirements

The Contractor shall:

- a. Have a minimum of six months experience serving Division Clients or individuals with needs similar to those of Clients served by the Division.
- b. Maintain a current Outpatient Treatment license issued by the DHS/OL, if providing individual, family, or group psychotherapy. This requirement does not apply to sole practitioners or sole proprietors **UNLESS** they employ two or more employees.
- c. Be licensed by DHS/OL as a Child Placing Agency authorized for Foster Care.
 - (1) Proctor Certificate: The Contractor shall provide designated Division eligibility staff a copy of the provider generated annual certificate documenting that each proctor home meets all DHS/OL foster care license requirements and a copy of background screening approval for all adults in the home. The certificate shall include the name of the proctor parents, address, and start and end date that the certificate is in effect. A copy of the certificate shall be maintained in the proctor family file. The Contractor shall also provide designated Division staff the date of birth and ethnicity for everyone living in the home that is over eighteen years of age.
 - (2) Contractor shall conduct an inspection of each proctor home at a minimum of every 90 days to ensure compliance with health and safety requirements described in Utah Administrative Code R501-12. Contractors shall prepare written performance plans and evaluations for each proctor home, which includes detailed documentation of quarterly inspection and shall maintain documentation in Contractor's records.

- d. Ensure each mental health professional employed by or under contract with the Contractor that is providing diagnostic and/or rehabilitative mental health services maintains a current professional license from the Utah Department of Commerce, Division of Occupational and Professional Licensing (DOPL).

2. Background Screening Requirements

- a. For purposes of this Contract, "direct access" means that an individual has, or likely will have, contact with or access to a client that provides the individual with an opportunity for personal communication or touch, and "direct supervision" means that the person being supervised is under the **uninterrupted visual and auditory surveillance** of the person doing the supervising.
- b. Contractors licensed through DHS/OL shall provide direct supervision of all persons with direct access to clients until the applicant receives written verification of background screening clearance from DHS/OL. Direct supervision shall be performed only by an individual who has a current written verification of background screening clearance from DHS/OL.
- c. Contractors licensed through DOH shall provide direct supervision of all persons with direct access to clients until the applicant receives written verification of background screening clearance from DOH. Direct supervision shall be performed only by an individual who has a current written verification of background screening clearance from DOH.
- d. Contractors who are not licensed through DHS/OL or DOH shall provide direct supervision of all persons with direct access to clients until the applicant receives written verification of background screening clearance from the designated DHS/DCFS Background Screening Coordinator. Direct supervision shall be performed only by an individual who has a current written verification of background screening clearance from the designated DHS/DCFS Background Screening Coordinator. If the Contractor does not employ an individual qualified to provide direct supervision, then the Contractor shall have no direct access to clients until the Contractor receives written verification of background screening clearance from the designated DHS/DCFS Background Screening Coordinator. An applicant shall apply for a background screening clearance from the designated DHS/DCFS Background Screening Coordinator as follows:
 - (1) Applicants shall complete a background screening application provided by the designated DHS/DCFS Background Screening Coordinator within 7 days of the date of hire, and annually thereafter. The application shall include the applicant's written authorization for DCFS to access and use information in the Utah SAFE Management Information System (MIS), the Utah Licensing Information System (LIS) and any criminal history information.

- (2) The designated DHS/DCFS Background Screening Coordinator shall access and review information in the Utah SAFE Management Information System (MIS), the Utah Licensing Information System (LIS), and the Utah Computerized Criminal History (UCCH) through the Utah Department of Public Safety, Bureau of Criminal Identification (BCI).
 - (a) If a review of the applicant's UCCH reveals nationwide criminal history information, the applicant shall submit fingerprints for a FBI national criminal history record check.
 - (b) If an applicant has lived outside of the State of Utah at any time during the past five years, the applicant shall submit fingerprints for a FBI national criminal history record check.
 - (3) An applicant who refuses to provide all authorizations and information required by the designated DHS/DCFS Background Screening Coordinator in order to access MIS, LIS, and criminal history information, shall have no direct access to clients.
 - (4) The designated DHS/DCFS Background Screening Coordinator shall provide written verification of an applicant's background screening **clearance** to the Contractor if the applicant has no supported or substantiated findings in the LIS or the MIS, has not entered a plea of guilty or no contest to any pending criminal charge, and has no criminal history record, except as specified below:
 - (a) The designated DHS/DCFS Background Screening Coordinator shall provide written verification of background screening clearance if the only convictions in the applicant's criminal history record are misdemeanors or infractions that **do not** involve violence or sex, including but not limited to domestic violence, stalking, lewdness, assault, battery, pornography, sexual exploitation, or prostitution.
 - (5) The designated DHS/DCFS Background Screening Coordinator shall provide written verification of background screening **denial** to the Contractor if the applicant has any supported or substantiated findings in the LIS or the MIS, any felony convictions, has entered a plea of guilty or no contest to any pending criminal charge, or has any convictions for misdemeanors or infractions that involve violence or sex, including but not limited to domestic violence, stalking, lewdness, assault, battery, pornography, sexual exploitation, or prostitution.
- e. The Contractor shall not permit an applicant whose background screening has been **denied** to have any further direct access to clients.

- f. The background screening applications and clearances required pursuant to this Contract shall be maintained in each applicant's personnel file.
- g. The Contractor shall require all individuals with direct access to clients to submit a new background screening application immediately after being charged with any criminal offense and immediately after being substantiated or supported for abuse, neglect or exploitation."

3. Contractor Staffing Requirements

a. Clinical Oversight

The Contractor shall employ or contract with one or more licensed mental health therapist(s) to provide clinical support, oversight, consultation, and training. The Contractor shall provide clinical support to, and oversight of, proctor parents and direct care staff. Specifically, the Contractor shall ensure:

- (1) Individuals who provide clinical support and oversight of the program shall be qualified as a licensed mental health clinician practicing within the scope of his or her licensure in accordance with Utah Code Title 58 (e.g., licensed clinical social worker, licensed professional counselor, licensed marriage and family therapist, or licensed psychologist).
- (2) If contracted to provide mental health services, it employs or contracts with qualified mental health practitioners to provide Client direct treatment services.

b. Proctor Parents

The Contractor shall ensure each proctor home has proctor parent(s) (an individual or legally married couple age twenty-one years and over) meeting all DHS/OL child foster care criteria specified in Utah Administrative Code R501-12.

4. Contractor Capacity

The Contractor shall:

- a. Certify and oversee proctor homes serving each Client in the program.
- b. Ensure each proctor home provides the Client's direct care and supervision, and provides and/or coordinates Client services. The supervision provided by proctor parents for a Client may vary based on the Client's needs as determined by the Client's treatment team. The type and intensity of supervision in or outside the home shall be determined by and agreed upon by the treatment team as deemed appropriate for the Client's needs. The proctor parent shall be immediately accessible at times in which there is not a proctor parent providing direct supervision of the Client.

At a minimum the Contractor shall ensure each proctor home meets the following:

- (1) Proctor parent(s) shall be available to provide daily care and supervision for each Client placed in the proctor home.
- (2) Proctor parent or other direct care staff shall be immediately available to respond to an emergency and on-site (but not necessarily awake) during nighttime sleeping hours.
- (3) A Client that is an adjudicated sex offender shall not reside in a proctor home with any children under age 18.
- (4) The proctor home may have no more than six children under age 18 years residing in the home, including the Client and children of the proctor parents, and never any more than 3 Clients.
- (5) There may be no more than two infants under age two years or non-ambulatory children in the home, including infants/children of the proctor parents.

- c. Not permit the placement of a Client in the home of the Contractor, owner, administrator, program director, or clinical and/or treatment staff.
- d. Provide 12 days of respite care services per year for the proctor parents.

5. Use of Client Identifying Information and Electronic Media

- a. Client identifying information is confidential. The Contractor shall ensure its staff, volunteers, and subcontractors comply with all confidentiality requirements described in this contract.
- b. The Contractor shall safeguard and shall not release Client information to social networking mediums or other public forums except as allowed below.
 - (1) If the Client's parents retain parental rights in regards to the Client, the Contractor shall obtain written verification of parental permission from the Case Manager prior to any images or information regarding the Client being used in social networking mediums or other public forums. The Case Manager may provide written permission if the parent's whereabouts are unknown, if contact with the parent cannot be made, or if parents do not retain parental rights.
 - (2) If the Client is over the age of eight years and has the mental capacity to understand, the Contractor shall also obtain written permission from the Client prior to any images or Client information being used in social networking mediums or other public forums.

- (3) When parental permission is obtained or the decision is made to allow the Contractor to use information or images in a public forum, the images shall only contain the Client's first name and NOT identify the Client as a client of the Contractor, DHS Client or foster or proctor child.
- (4) The Contractor shall only share general information regarding the Client. No information may be shared that is case specific or that informs other parties of DHS involvement or the Client's treatment issues or history.

6. Authorization to Provide Service

Prior to the Contractor providing services, the PSA shall be completed by the Case Manager and must include the needed service description, rate of pay for each service, units authorized, start date, authorized signature, and the reason for selecting the provider. The Contractor shall:

- a. Obtain written authorization from the Case Manager before Client services are provided, in accordance with the Division's PSA process.
- b. Not bill for services which have not been authorized in writing on the PSA.
- c. Ensure that the PSA is signed by:

For DHS/DJJS

- The Contractor,
- The DHS/DJJS Case Manager,
- The DHS/DJJS Case Manager's Supervisor, and
- The DHS/DJJS Support Service Coordinator (SSC)

For DHS/DCFS

- The Contractor,
- The DHS/DCFS Case Manager,
- The DHS/DCFS Case Manager's Supervisor, and
- The DHS/DCFS Contract Monitor

- d. For DHS/DCFS, a PSA is not required for services provided to a post-adopt Client.

7. Incident Reporting

For both Divisions, the Contractor shall intervene in emergency, non-emergency or crisis situations involving the Client, and shall provide proper documentation as required by current DHS/DJJS Incident Report Reference Guide (<http://www.hspolicy.utah.gov>, DHS/DJJS Policy Section 5).

Additionally, the Contractor shall:

- a. For DHS/DCFS, ensure each proctor home maintains a list of phone numbers to report after-hour emergencies/crisis incidents.

If the emergency/crisis occurs after business hours, and if the Contractor is unable to contact the Case Manager, supervisor or designated Division contact person, the Contractor shall call the Statewide Child Protective Services (CPS) intake 1-855-323-3237.

- b. Immediately report the death of a Client to the DHS/DJJS program director or DHS/DCFS regional director and to the local law enforcement. The Contractor shall speak directly to the DHS/DJJS program director or DHS/DCFS regional director. A voice mail or email message is not sufficient notification.
- c. For both Divisions, document all incidents on an incident report form, maintain the original report in the Client's file, and send a copy to the Case Manager within timeframes required by current DHS/ DJJS Incident Report reference guide.
- d. Document the date, time and method of notification to DHS/DJJS, DCFS, including when the Incident Report was provided to the Division.

8. Emergency Safety Intervention

The Contractor shall comply with safety intervention requirements to prevent injury to Clients, proctor parents, staff, and other individuals, animals, and property during a behavioral crisis in which a Client may be aggressive or assaultive.

a. Definitions

For purposes of this section the following definitions apply:

- (1) **Behavioral Intervention:**
The systematic application of validated procedure (antecedent and/or consequence), which has the potential for changing behavior.
- (2) **Behavior Management Review Committee:**
A committee established by the Contractor to review behavioral intervention policies, procedures, and implementation. The committee shall include a licensed mental health professional, and direct care staff.
- (3) **Chemical Restraint:**
As needed (PRN) medication prescribed by a qualified prescriber used to control the Client's behavior.
- (4) **Intrusive Behavioral Intervention:**
A behavioral intervention designed to rapidly decelerate aggressive or assaultive behaviors by physical, mechanical, or chemical restraint.

- (5) **Passive Physical Restraint:**
Approved non-violent holding techniques that restrict a Client's free movement, used solely to prevent a Client from harming any person, animal, or property, or to allow the Client to regain physical or emotional control.
 - (6) **Physical/Mechanical Restraint:**
Any manual method or physical or mechanical device, material, or equipment attached or adjacent to the individual's body that the individual cannot remove easily which restricts freedom of movement or normal access to one's body.
 - (7) **Seclusion (i.e., Room Confinement and Isolation):**
The restriction of a Client to a small room with minimal stimulation, to temporarily isolate a Client and to allow the Client to regain physical or emotional control.
 - (8) **Staff-directed time-out:**
A Client has been instructed by staff or proctor parent to retreat to a quiet room or area for the purpose of allowing the Client to regain physical or emotional control.
- b. The Contractor shall have written policy and procedures for emergency safety interventions.
 - c. Prior to admission to its program, the Contractor shall inform the Client, parent, and Case Manager of all means that may be used to control Client behavior. The information conveyed shall be consistent with practices in the Contractor's program.
 - d. The Contractor shall only use passive behavioral interventions to control Client behavior in an emergency situation and under the following circumstances:
 - (1) **Danger to others:**
Physical violence toward others with sufficient force to cause bodily harm,
 - (2) **Danger to self:**
Self-abuse of sufficient force to cause bodily harm, or
 - (3) **Threatened abuse:**
Threatened abuse towards others or self that may, with evidence of past threats or actions, result in danger to others or self.
 - e. The Contractor shall comply with the following limitations on the use of all passive behavioral interventions.

- (1) Passive behavioral interventions shall be used only by proctor parents and Contractor staff that have completed training on the policy, procedures and implementation of all passive behavioral interventions that may be utilized by the Contractor. Training shall include:
 - (a) Needs and behaviors of the population served,
 - (b) Relationship building,
 - (c) Alternatives to restraint and seclusion,
 - (d) De-escalation methods,
 - (e) Avoiding power struggles,
 - (f) Thresholds for restraints and seclusion,
 - (g) The physiological and psychological impact of restraint and seclusion,
 - (h) Monitoring,
 - (i) Physical signs of distress and obtaining medical assistance,
 - (j) Legal issues,
 - (k) Positional asphyxia,
 - (l) Escape and evasion techniques,
 - (m) Time limits,
 - (n) The process for obtaining approval for continued restraints,
 - (o) Procedures to address problematic restraints,
 - (p) Documentation,
 - (q) Processing with Clients,
 - (r) Follow-up with staff, and
 - (s) Investigation of injuries and complaints.
- (2) Passive behavioral interventions shall:
 - (a) Only be used after less intrusive interventions have been determined to be ineffective.

- (b) Not be used in a manner that causes undue physical discomfort, harm or pain to the Client. Interventions that use painful stimuli are prohibited.
 - (c) Be continued only as long as the Client presents a danger to self or others.
 - (d) Not be employed as punishment, for the convenience of staff, or as a substitute for programming.
 - (3) Clients, the proctor parents' children, or other unauthorized individuals shall not be used to implement or assist with any behavioral intervention involving a Client.
- f. The Contractor shall comply with the following limitations on the use of specific behavioral interventions.
- (1) **Staff-Directed Time Out**

Staff directed time-out shall be a primary intervention used by a Contractor when addressing behavioral issues. Application of time-out includes:

 - (a) A Client in time-out must never be physically prevented from leaving the time out area,
 - (b) Time-out may take place away from the area of activity or from other Clients, such as in the Client's room, or in the area of activity or other Clients, and
 - (c) Staff must monitor the Client while he or she is in time-out.
 - (2) **Seclusion**

The use of seclusion is prohibited.
 - (3) **Mechanical or Chemical Restraints**

The use of mechanical and chemical restraints is prohibited.
- g. When any behavioral intervention results in physical injury to any person, the appropriate Division shall be notified within one hour.
- h. Within one hour after the use of a behavioral intervention, the staff person who implemented the procedure shall complete a written incident report as required by current DHS/DJJS Incident Report Reference Guide (<http://www.hspolicy.utah.gov>, DHS/DJJS Policy Section 5). The report should

be reviewed and approved or acted upon by the Contractor's program director or designee. A copy of the report shall be sent to the Case Manager within 24 hours of the incident. The report shall contain, at a minimum, the following information:

- (1) Description of the intervention employed, including beginning and ending times.
- (2) Description of the Client's behavior necessitating the use of the intervention.
- (3) Description of any less intrusive interventions used to resolve the behavioral crisis
- (4) Why the procedure was judged necessary.
- (5) Assessment of the likelihood the behavior necessitating the intervention shall reoccur.
- (6) Description of any injury to any person, animal, or property.

i. **Notification of Emergency Behavioral Intervention**

The Contractor shall:

- (1) Notify the Case Manager within 24 hours after the initiation of each emergency safety intervention.
- (2) Document in the Client's record that the Division has been notified of the emergency safety intervention, including the date and time of notification, the name of the Division staff receiving the notification, and the name of the Contractor's staff person providing the notification.
- (3) Complete a written incident report regarding the use of all behavioral interventions, which shall be kept in the Client's file and the Home-to-Home Packet/Traveling File.

j. **Post Intervention Debriefings**

Within 72 hours after a behavioral intervention, the Contractor shall ensure the following occurs:

- (1) Staff involved in the intervention, the Client and, if available the Case Manager shall have a face-to-face discussion. This discussion shall include all staff involved in the intervention except when the presence of a particular staff person may jeopardize the well-being of the Client. Other staff and the Client's parent(s) may participate in the discussion when it is deemed appropriate by DHS or the Contractor. The

Contractor shall provide both the Client and staff the opportunity to discuss the circumstances resulting in the use of emergency safety interventions and strategies to be used by the staff, the Client, or others that could prevent the future use of a behavioral intervention. The Contractor shall apply trauma informed care when processing information with the Client.

- (2) A debriefing session to include all staff involved in the intervention, and appropriate supervisory and administrative staff, shall include, at a minimum, a review and discussion of:
 - (a) The emergency safety situation that required the intervention, including a discussion of the precipitating factors that led up to the intervention.
 - (b) Alternative techniques that might have prevented the intervention.
 - (c) The outcome of the intervention, including any injuries that may have resulted from the intervention.
- k. The Contractor shall ensure the Behavioral Management Review Committee convenes as follows:
 - (1) When behavioral intervention procedures are used two times within 30 days, the Contractor shall convene the Committee within five days of the second incident. The Case Manager and Contract Monitor(s) shall be invited to attend the meeting.
 - (2) When any behavioral intervention results in physical injury to the Client or staff, the Contractor shall convene the Committee within five days. The Case Manager and contract monitor shall be invited to attend the meeting.
 - (3) Upon request of the Case Manager or contract monitors.
 - (4) A Contractor that is a sole practitioner shall notify the Contract Monitor when behavioral intervention procedures are used two times or more within 30 days, but is not required in convening a Behavioral Management Review Committee.
- l. Behavioral Management Review Committee response requirements:
 - (1) Develop a written program of positive reinforcement addressing competing positive behaviors or alternatives.
 - (2) Develop specific written protocols for the restrictive intervention.

- (3) Identify antecedents and vulnerability factors that contribute to the behavior.
- (4) Consider the use of trauma informed care in understanding the Client's behavior.

9. Prohibited Therapy Techniques

The following are not allowed under any circumstances:

- a. Services where the therapist or others use coercive techniques (e.g., coercive physical restraints, including interference with bodily functions such as vision, breathing, and movement, or noxious stimulation) to evoke an emotional response in the Client such as rage or to cause the Client to undergo a rebirth experience. Coercive techniques are sometimes also referred to as holding therapy, rage therapy, rage reduction therapy, or rebirthing therapy.
- b. Services wherein the therapist instructs and directs parents, proctor parents, or others in the use of coercive techniques that are to be used with the Client.

10. Child Protective Services (CPS) Investigations

The Contractor shall:

- a. Follow mandatory reporting laws when child abuse or neglect is suspected.
- b. Cooperate with investigators conducting the CPS investigation when an allegation of child abuse or neglect is made against the Contractor or any of the Contractor's staff, volunteers or subcontractors.
- c. If the Contractor reported or is otherwise aware that an allegation of child abuse or neglect has been made against the Contractor or any of the Contractor's staff, volunteers or subcontractors, the Contractor shall suspend further placements in the home until the CPS investigation is completed and a determination made regarding to the allegation. The Contractor shall comply with the determination made by the Division in regards to current Client placement and other safety provisions.
- d. Keep knowledge of a CPS investigation confidential.
- e. If the Contractor is aware that an allegation of child abuse or neglect has been supported against the Contractor or any of the Contractor's staff, volunteers or subcontractors, the Contractor shall send a written notification within one business day to DHS/OL and the DHS/DCFS Background Screening Coordinator. The Contractor shall comply with the determination made by the Division in regards to current Client placement and other safety provisions.

11. Quality Assurance

The Contractor shall maintain a working internal quality assurance process for their program that includes, at a minimum, the following elements:

- a. An interdisciplinary committee that evaluates all aspects of the Contractor's organization as well as the quality of services delivered to ensure continuous quality improvement.
- b. An interdisciplinary committee that meets at least quarterly and has the authority to make needed changes or to report its recommendations directly to the Contractor's executive director.
- c. A systematic data collection of service performance and Client results and a systematic process to evaluate the data and results. This may include Client satisfaction surveys.
- d. A process to implement changes as a result of the quality assurance data analysis, recommendations of the quality assurance committee, or recommendations of the Division based on program or contract audits or reviews.

12. **Abuse and Harassment Prevention, including but not limited to physical, emotional, and sexual abuse and harassment**

a. Contractor Policy Requirements

- (1) The Contractor shall have a written policy mandating zero tolerance toward all forms of abuse and harassment and outlining the Contractor's approach to preventing and responding to such conduct.
- (2) The Contractor shall implement and enforce a written policy prohibiting staff, volunteers and subcontractors from revealing any information related to an abuse report to anyone except as necessary to provide for treatment for the alleged victim and as required for the CPS or law enforcement investigation.

b. Client Education

The Contractor shall:

- (a) During the intake process, ensure the Client receives information explaining, in an age appropriate fashion, a zero tolerance policy regarding abuse and harassment and how to report incidents or suspicions of abuse or harassment. The Contractor shall explain the Client's rights to be free from abuse and harassment and to be free from retaliation for reporting such incidents, and regarding the Contractor's policies and procedures for responding to such incidents.
- (b) Provide Client education in formats accessible to all Clients.
- (c) Maintain documentation of Client participation in these education sessions.
- (d) In addition to providing such education, ensure that key information is continuously and readily available or visible to Clients.

c. Client Reporting

The Contractor shall:

- (a) Provide multiple internal ways for Clients to privately report abuse and harassment, retaliation by other Clients or staff for reporting abuse and harassment, and staff neglect or violation of responsibilities that may have contributed to such incidents.
- (b) Ensure the Contractor's staff accepts reports made verbally, in writing, anonymously, and from third parties and shall promptly document any verbal reports.
- (c) Provide Clients with access to tools necessary to make a written report.
- (d) Provide a method for staff to privately report abuse and harassment of Clients.

d. Contractor Reporting Duties

The Contractor shall:

- (a) Require all staff to report immediately any knowledge, suspicion, or information they receive regarding an incident of abuse or harassment.
- (b) Require all staff, volunteers and subcontractors to comply with mandatory child abuse reporting laws.
- (c) For both Divisions, ensure staff complies with the DHS/DJJS Incident Reporting policy when reporting incidents or allegations of abuse or harassment.

13. General Training Requirements

The Contractor shall ensure that all of the following training requirements are met:

- a. All staff, volunteers, and mental health providers are trained and receive at a minimum **two** hours of training on the following topics within the first week of employment and prior to working with Clients. The Contractor shall obtain employee signature or electronic verification that employees understand the training they have received:
 - (1) Orientation to requirements of this Contract.
 - (2) Review of the DHS Provider Code of Conduct.
 - (3) The Contractor's emergency management and business continuity plan, including emergency response and evacuation procedures.
 - (4) Abuse and Harassment training, including but not limited to physical, emotional, and sexual abuse and harassment, for all staff coming in contact with Clients that includes the following:
 - (a) A zero-tolerance policy for abuse and harassment,
 - (b) How to comply with Contractor's abuse and harassment prevention and response policy and procedures,
 - (c) A Client's right to be free from abuse and harassment,

- (d) The right of Clients and employees to be free from retaliation for reporting abuse and harassment,
- (e) How to detect and respond to signs of threatened and actual abuse,
- (f) How to avoid inappropriate relationships with Clients,
- (g) How to comply with laws related to mandatory reporting of abuse to outside authorities,
- (h) Laws regarding unlawful sexual activity with a minor.

b. Volunteers

- (1) The Contractor shall provide volunteers with direct supervision unless the volunteer has received the training listed in 13.a.
- (2) The level and type of training provided to volunteers in addition to the training listed in 13.a shall be based on the services the Contractor provides and level of contact they have with Clients.
- (3) The Contractor shall maintain documentation confirming that volunteers have received and agree to comply with the training they have received.

c. Non-clinical direct care staff and proctor parents– First 60 days of employment

In addition to the above training, all non-clinical direct care staff and proctor parents shall receive an additional 32 hours of training covering all of the subjects listed below. Proctor parent(s), non-clinical direct care staff and intensive supervision staff/mentor shall not provide direct care or supervision of Client(s) until all training requirements are completed.

Non-clinical direct care staff and proctor parents may receive credit for prior training on an hour-for-hour basis provided there is written documentation of training content, where, when, and who provided the training, that the training was in the following areas and was received within a period of two years prior to employment with the Contractor.

- (1) Overview of DHS/DJJS Graduated Sanctions Model and/or DHS/DCFS Level of Care Model, including specific categories, levels of care, and treatment needs unique to each Client population.
- (2) Basic child/adolescent development and normal behavior.

- (3) How child abuse, neglect, and unstable family dynamics affect normal child development, including how to recognize indicators of abuse and neglect.
- (4) Trauma informed care, separation, grief, and loss, including:
 - (a) How trauma impacts both behavioral and mental health issues,
 - (b) How separation from family or permanent caregivers affects the Client,
 - (c) How to assist the Client in handling feelings of sadness, loss, anxiety, and anger,
 - (d) The benefits of including the Client's family / legal guardian in the provision of care services and continuing visitation and contact,
 - (e) The negative impact of multiple placements, and
 - (f) The importance of effective transition plan(s) between placements or when terminating treatment.
- (5) Cultural sensitivity in regards to recognizing each Client's cultural roots as well as the difference between race, ethnicity, and gender.
- (6) Practice guidelines found at DHS/DCFS website on Lesbian Gay Bisexual Transgender Questioning (LGBTQ), to be used for both Divisions.
- (7) Behavior management including role play, positive reinforcement, de-escalation and skill building.
- (8) Discipline methods including natural and logical consequences, specialized skill training in aggression management, and the prohibition of physical punishment of Clients.
- (9) Requirements in regards to health care including medical, dental, and mental health appointments, medication management procedures, and documentation.
- (10) First-Aid and Cardiopulmonary Resuscitation (CPR) certification.
- (11) DHS/DJJS Incident Report Reference Guide (<http://www.hspolicy.utah.gov>, DHS/DJJS Policy Section 5) to be used for both Divisions.

- (12) Suicide Prevention which must include identification of warning signs and risk factors, observing and monitoring suicidal and self-harming Clients and coordinating with the Contractor's mental health professional(s) to determine necessary treatment and safety plans.
- (13) Emergency/Crisis Incidents: As described in this Contract.
- (14) Emergency Safety Intervention: As described in this Contract.
- (15) Programs shall provide pre-service training in gender specific services, programming, and issues for adolescents to include, at a minimum:
 - (a) Adolescent gender-specific development and health issues,
 - (b) Effects of gender-specific abuse/trauma,
 - (c) Gender-specific philosophy,
 - (d) Gender-specific crime trends, and
 - (e) Adolescent gender-specific risks and resiliency.
- (16) Programs serving Clients who are victims of sexual abuse, or sexual offenders, shall provide pre-service training to address sexual abuse victim/sexual offender specific related training to include, at a minimum:
 - (a) Behavioral characteristics of sexual abuse victims and Clients with sexual behaviors,
 - (b) Family dynamics,
 - (c) Supervision needs of Clients with sexual behaviors, and
 - (d) Specific training shall be required for programs treating sexual offenders.
- (17) Programs serving Clients who are substance dependent, or substance abusing, shall provide pre-service training to address substance dependency and abuse.
- (18) Programs serving Clients with specific mental health diagnoses of FASD, TBI and ASD, shall provide pre service training to address and include, at a minimum:
 - (a) The need for individualized treatment planning,
 - (b) The organic nature of these diagnoses,

- (c) Behaviors that are specific to these populations, and
 - (d) Programming shall be focused on structure and repetition to replace insight-based interventions.
 - (19) Programs serving Clients with specific mental health diagnoses shall provide pre-service training to include, at a minimum:
 - (a) How to understand the Clients' mental health diagnoses and appropriately interact,
 - (b) Use and effects of psychopharmacology, and
 - (c) Appropriate interaction with Clients based on their diagnoses.
 - (20) Programs serving Clients with specific behavioral disorders shall provide pre-service training to include how to carry out interventions.
 - (21) Training that addresses the individual needs of a specific Client, such as how to care for a specific health care, behavioral, or developmental need.
- d. **Non-clinical direct care staff and proctor parents for DHS/DJJS contract – First 12 months of employment**

In addition to the initial two hours, and subsequent 32 hours of training, all direct care staff (non-clinical) and proctor parents shall receive 12 hours of additional training based on the Contractor's program and the Contractor's evaluation of individual direct care staff training needs.
- e. **Non-clinical direct care staff and proctor parents for DHS/DCFS contract – First 12 months of employment**

In addition to the initial two hours and subsequent 32 hours of training, all direct care staff (non-clinical) and proctor parents shall receive 12 hours of additional training consisting of:

 - (1) Practice Model Provider Training provided by DHS/DCFS, and
 - (2) Training based on the Contractor's program and the Contractor's evaluation of individual direct care staff and proctor parent training needs.
- f. **Existing Non-clinical direct care staff and proctor parents**

The Contractor shall ensure that all staff and proctor parents hired prior to this Contract shall complete, or have completed, the above trainings, no later than 60 days after the effective date of this Contract.

g. Non-clinical direct care staff and proctor parents– Annual training

After the first year and annually thereafter, all direct care (non-clinical) and proctor parents shall receive an additional 20 hours of training in the subjects listed below:

- (1) Review of requirements of Division contracts (DHS/DJJS and/or DHS/DCFS),
- (2) Review “Use of Confidential Information” section of contract,
- (3) Review of the DHS Provider Code of Conduct,
- (4) Emergency management and business continuity, including emergency response and evacuation procedures,
- (5) Review medication management procedures, including documentation,
- (6) Maintenance of CPR and First-Aid certifications,
- (7) Review emergency/crisis incidents, emergency safety intervention, and DHS/DJJS incident report reference guide, and
- (8) Other training as needed based on the Contractor’s program and the Contractor’s evaluation of individual direct care staff training needs.

h. Assessments for all training

Develop and implement a method to assess and measure the proctor parents and staff’s understanding of the information and materials presented in each training session. The following are examples of types of measurements that may be used:

- (1) Testing and scoring, and
- (2) Written summary of training content.

i. Documentation for all training shall include

- (1) Title and brief description of course content,
- (2) Date training completed,
- (3) Duration of training course,
- (4) Instructor name and qualifications that relate to the subject matter,
- (5) Signatures of employees who completed the training, and

- (6) Documentation of each employee's competency in the training.

F. PROCTOR HOMES GENERAL REQUIREMENTS FOR CARE AND SUPERVISION:

This Paragraph F pertains to care and supervision in proctor homes for the following service codes: DIB/YIB, DPB/YPB, PC1, PC2, and BAC.

1. Care and Supervision General Description

The Contractor shall provide 24 hour per day room, board, and supervision in a safe and nurturing environment, including care normally provided by a parent such as general guidance, behavior management, routine transportation, and assisting the Client to develop skills appropriate to the Client's age and development. Care and supervision is provided in conjunction with health care, mental health treatment, education, and other supports designed to improve the Client's condition or prevent further regression.

A Client placed in a proctor home is to be considered part of the family and treated as such. The Client should be incorporated into family activities and also be given reasonable responsibilities and expectations.

2. Placement Requirements

Decision to Place:

Prior to initiation of services, the referring Division shall make a determination of placement level/category based upon the Division's assessment and placement selection process. The Case Manager or other Division designee will initiate a referral for placement to the Contractor. The Contractor shall:

- a. Prior to making a determination of the Client's appropriateness for placement in its program, obtain from the Division, at a minimum, the following written information:
 - (1) Client's name;
 - (2) Case #;
 - (3) Age;
 - (4) Gender;
 - (5) Name and contact information of the Case Manager;
 - (6) Client's current placement;
 - (7) Summary of Client's available mental health, medical and behavioral issues;
 - (8) Reason for placement; and
 - (9) For DHS/DCFS Clients, a copy of the OH20 approving the Client for placement in the requested level of care.

- b. Make a determination of the Client's appropriateness for placement in its program within 14 days of obtaining the Division referral information as outlined above. The Contractor shall provide written justification to the requesting Case Manager or Division designee if a Contractor denies acceptance of referred Client.
- b. If the Contractor accepts the referred Client obtain a PSA (completed and signed by the Case Manager, the Contractor, and others as designated by the referring Division office). The Contractor shall return a signed copy of the PSA to the designated Division staff within two business days of the Client's admission to the program. The Contractor shall retain a copy of the PSA in the Client file.
- c. Maintain a daily roster of Clients in its program. The roster shall include the name, age, risk level, date of admission, and/or discharge of each Client, and whether each Client has been stepped down from a higher level of care, moved from a previous proctor placement, or is an initial placement in Division custody.

3. Client Information Provided for Placement

- a. Within five business days of placement, or as soon as available to the Division, the Contractor shall obtain from the Case Manager copies of essential records from the Client's permanent file including:
 - (1) Client identifying information.
 - (a) Copy of Social Security card and birth certificate;
 - (b) DHS/DJJS Court Ordered Affidavit for custody or DHS/DCFS Shelter/Foster Placement Verification and Medical Authorization Letter;
 - (c) Current assessment information; and
 - (d) Client's offense history.
 - (2) Summary of the Client's behavior and individual treatment needs, as identified through the Division's assessment process.
 - (3) Current education records such as name and address of school most recently attended, transcript, and Individualized Education Program (IEP), if applicable.
 - (4) Summary of prior placements/services.
 - (5) Most recent available health records such as name and address of Client's health providers, medical, dental, and vision reports, immunization records, and medications.

- (6) Most recent available mental health evaluations, psychiatric evaluations, and psychological evaluations.
 - (7) Insurance/Medicaid card.
 - (8) Consent form from the Division authorizing Contractor to obtain medical/dental care for the Client.
 - (9) List of people approved to contact/visit the Client.
 - (10) Upcoming scheduled appointments such as court or medical.
- b. If the Contractor does not receive this information within five business days, the Contractor shall contact the Case Manager. If this does not resolve the problem, the Contractor shall contact the Case Manager's supervisor for resolution.

4. Change of Placement Notification and Approval

The Contractor shall not remove a Client from a placement or change the placement prior to complying with the following:

- a. A minimum of ten days prior to the Contractor removing a Client from a proctor home, the Contractor shall send documentation to the Case Manager that contains the following information:
- (1) The Client's name;
 - (2) The name of the proposed new placement (if a proctor home, provide family name);
 - (3) The address and phone number of the proposed new placement;
 - (4) The date of the placement change; and
 - (5) The reason for the change in placement, including any incident reports, if applicable.
- b. When there is a need to remove a Client from a placement due to an unforeseen emergency, the Contractor shall immediately notify the Case Manager and provide the information in Subsection 4.a. and comply with the Case Manager's instructions. If the Case Manager is not immediately available, the Contractor shall contact the supervisor or Division designee.
- c. The Contractor shall obtain written approval from the Case Manager to remove or change a Client's placement. For DHS/DJJS, the written approval shall be done on a PSA.

5. Limitations for Combining Clients from Different Agencies or with Different Risk Levels and Categories

- a. Clients in the custody of DHS/DCFS and DHS/DJJS shall not be placed together in a proctor home, with one exception: If two (2) Clients are transitioning from a residential treatment program in which they were placed together and are stepping down to proctor care within thirty (30) days of each other, the Clients may be placed in the same proctor home if written approval is granted in advance by DHS/DJJS program director and DHS/DCFS regional director.
- b. DHS/DJJS Clients that have been determined low risk shall not be placed with Clients that are moderate or high risk to re-offend and shall be kept separate from high and moderate risk Clients at all times. A Client that was originally determined low risk may be placed alone in a proctor home or with another Client that was originally low risk, but shall not be placed with high or moderate Clients that are stepping down from more intensive placements. DHS/DCFS Clients that have been determined to need a low level of service shall not be placed with Clients that are moderate or high risk, unless they are stepping down and approval is granted by the Case Manager.
- c. Client populations in different categories of need under the Placement Models (e.g., sex offender, mental health, substance dependent, and behavior) shall not be placed together in the same proctor home, except as follows:
 - (1) For Clients with multiple diagnoses, the diagnosis the Division deems of most concern shall dictate the placement. The Contractor, in coordination with the Case Manager, shall ensure the Client receives individualized treatment that addresses the Client's needs associated with the diagnosis of most concern and also needs associated with other diagnoses.
 - (2) Clients may be placed together across categories in transition to adult living placements.
- d. Clients of different genders shall not be placed together in the same proctor home, with the following exceptions. Clients of different genders may be placed together in the same proctor home if they are siblings or are parent and child. In addition, under rare circumstances, Clients of different genders may be placed together when approved by Division administration.

6. Grievance Procedures

In addition to Part I, "Grievance Procedures for Clients and Applicants", the Contractor shall ensure:

- a. Grievances are made in writing. Grievance forms and a secure drop box shall be accessible to Clients in a designated area. The drop box shall be checked daily by the program administration or designee.

- b. When requested by the Client, Division staff assist in the process of filing and resolving a grievance.
- c. All grievances are documented and scanned/faxed/mailed to the Case Manager within three business days of receiving a written allegation. Case Managers or Division designee shall be permitted to inquire regarding how the grievance was addressed and resolved.
- d. If the grievance cannot be resolved with the Contractor's representative, the Client is entitled to present the grievance to the Contractor's program director.
- e. The Contractor's program director, or their designee, investigates grievances within three business days of receiving a written allegation.
- f. The Client or witness is protected from harassment or any other form of retaliation, as a result of exercising his or her right of grievance.
- g. The Contractor's program director or designee work with the Case Manager to determine what action will be taken. All findings/results shall be discussed with the Client and documented on the grievance form. Forms will be kept confidential and maintained in a designated file in the administration area and Client's file.

SECTION II. SUPERVISION AND SERVICE COORDINATION

This Section II pertains to care and supervision in proctor homes for the following service codes: DIB/YIB, DPB/YPB, PC1, PC2, and BAC.

- A. The Contractor shall be responsible for 24 hour supervision based on individual Client needs as determined in conjunction with the Case Manager, the Contractor, and the Team.
- B. Components of Supervision:

Proctor parents and direct care staff are responsible for 24 hour supervision of Clients in their care. Client supervision includes such tasks as caring for the Client's physical, mental, emotional, and educational needs, providing direct oversight and behavioral guidance, and completing case activity.

The Contractor shall provide quarterly reports, (i.e. at a minimum of at least every 90 days) to case managers. The reports shall contain a summary of activities performed in each of the Components of Supervision, as listed below. These reports shall be submitted in conjunction with the treatment plan review and treatment team meeting.

Components of supervision include, but are not limited to:

- 1. Direct Oversight:

- a. Providing an appropriate level of direct oversight based on individual Client needs, such as vigilantly observing and monitoring in line of sight, in room, or in proctor home;
 - b. Accompanying and participating in community activities to the extent appropriate and feasible for the Client (e.g., community service or activities, scouts, neighbor's house, periodic babysitter, etc.); and
 - c. Providing general guidance and prompting of behaviors; using only constructive discipline, and no corporal punishment such as spanking.
2. Case Activity Expectations:
- a. Team participation;
 - b. Attendance at and participation in court proceedings;
 - c. Case planning and implementation;
 - d. Connecting the Client to Client's family or other persons important to the Client;
 - e. Maintaining Client records; and
 - f. Coordinating medical, school, and mental health care with the Case Manager and parent/guardian.
3. **Family Visitation and Other Contact**

Family visits include Client visits and other contact with parent/legal guardian(s) and siblings. The Contractor shall facilitate family contact and visitation. Family visits may not be withheld without the approval of the Division Case Manager, or withheld solely based on the level or progress of the Client. The Contractor shall provide visitation at a time that reasonably accommodates the family's schedule. The Contractor shall adhere to the following:

a. **DHS/DCFS**

A Client in DHS/DCFS custody is required to have frequent face-to-face visits and contacts with parents/legal guardians, and any of the Client's sibling(s) in DHS/DCFS custody. Frequency of visits shall be determined by the Team, with weekly visits as a general guideline, unless doing so would be contrary to the safety or well-being of the Client or siblings, or a court order precludes a family member having contact.

b. **DHS/DJJS**

A Client in DHS/DJJS custody shall have frequent contact and/or visitation with parents/guardians. Frequency of visits shall be determined by the Team, with

weekly visits as a general guideline, unless doing so would be contrary to the safety or well-being of the Client, or a court order precludes a family member having contact.

- c. The quantity and kind of family visitation are decided by the Team and approved in writing by the Case Manager. Family visitation may include:
 - (1) On-site family visits in which a permanent family member or legal guardian visits the Client at the Contractor's program.
 - (2) Off-site family visits in which a family member visits with the Client away from the Contractor's program for a designated period of time and the Client returns to the Contractor's program following the visit.
 - (3) Family Home Visits in which the Client visits in the home of a family member for a designated period of time and the Client returns to the Contractor's program following the visit.
- d. Arrange off-site family visits and/or family home visits for each Client as directed by the Team. The Contractor shall obtain written or electronic approval from the Client's Case Manager and parent for all off-site visits and/or family home visits. The documentation shall include the following:
 - (1) Date and time Client is leaving for off-site visit,
 - (2) Who is transporting the Client to the off-site visit,
 - (3) Date and expected time Client will return from off-site visit,
 - (4) Actual date and time the Client left the proctor home and who transported the Client, and
 - (5) Who will be receiving Client and verify the actual time that Client returned to the proctor home at conclusion of the home visit.
- e. Family Contact by Telephone and other contact options.
 - (1) Phone Calls: Client shall be allowed a minimum of one weekly 15-minute phone call to family / legal guardian at no cost to the Client and/or parent, unless prohibited by the court or the Case Manager; and
 - (2) Prior to allowing a Client the use of the internet, e-mail, and other social networking sites, the proctor program shall get prior approval from the Client's Case Manager.
- f. Contact with other individuals may be permitted with treatment team approval.

4. Health Services

- a. The Contractor shall ensure each Client receives health care services by:
 - (1) Performing age-specific physical care,
 - (2) Participating in ongoing developmental assessments,
 - (3) Providing nutrition,
 - (4) Overseeing, participating in, and/or teaching Client self-care,
 - (5) Addressing medical and dental needs or physical limitations or disabilities,
 - (6) Scheduling, accompanying, and transporting to medical or dental visits within required time frames as specified in 4.b. below,
 - (7) Managing and distributing prescription medications,
 - (8) Purchasing and providing over the counter medications. Any single item over \$25 may be reimbursed as special needs with prior written approval from the Case Manager, and
 - (9) Monitoring and tracking substance use/abuse when approved by the Case Manager.
- b. The Contractor, in consultation with the Case Manager, shall arrange for all required medical, dental, and psychiatric diagnostic interview examinations and needed follow-up services for the Client, as described below.
 - (1) A medical/physical assessment or examination, and dental examination are required within 30 days of a Client entering Division custody.
 - (2) Medical/physical examinations are required annually thereafter (by the end of the 13th month following the prior medical/physical examination).
 - (3) Dental examinations are required annually thereafter (by the end of the 13th month following the prior dental examination).
 - (4) Medical, dental, and mental health referrals and follow-up appointments shall be completed within the time frame specified by the health care professional or in a time frame that is no longer than 90 days from the receipt of Health Visit Report.
 - (5) An individual provider of mental health services shall conduct an initial psychiatric diagnostic interview examination or an addendum to the most

recent examination or psychological evaluation completed within the past 12 months. The examination or addendum shall assess the existence, nature, or extent of illness, injury or other health deviation for the purpose of determining the Client's need for mental health services.

- (6) Subsequent psychiatric diagnostic interview examinations shall be completed annually (by the end of the 13th month following the prior psychiatric diagnostic interview examination). Any psychiatric diagnostic interview examination requested prior to the next annual examination shall have prior written authorization from the Case Manager in accordance with the Divisions' PSA process.
- c. For Clients with Medicaid, the Contractor shall use providers covered by the health plan listed on the Client's Medicaid card for non-emergency medical, dental, and mental health checkups and follow up visits. If the Contractor neglects to take the Client to a provider covered by the health plan listed on the Client's Medicaid card, the Contractor shall pay the bill out of pocket, and will not be reimbursed by DHS/DCFS or DHS/DJJS.
- d. The Contractor shall provide the DHS/DJJS Case Manager or the DHS/DCFS Nurse with a copy of a Health Visit Report within 30 days of an examination. The Contractor shall maintain a copy of the Health Visit Report in the Client's file.

5. Linking Direct Care of Client to Mental Health Services

The Contractor shall:

- a. Be enrolled as a Medicaid provider, if the Contractor is providing mental health services in addition to proctor care.
- b. Coordinate with the Case Manager to obtain or provide mental health services for each Client in the program based on the Client's individual mental health needs as prescribed by a qualified mental health provider. Mental health services provided by the Contractor shall have prior written authorization from the Case Manager in accordance with the Divisions' PSA process.
- c. Ensure proctor parents and direct care staff actively support and participate in a Client's mental health treatment by:
 - (1) Being knowledgeable about and understanding treatment plan goals and behavioral interventions,
 - (2) Reinforcing activities that support treatment goals in the Client's daily setting and schedule,
 - (3) Being knowledgeable about the need for consistency and repetition for Clients diagnosed with FASD, TBI and ASD.

- (4) Prompting behavior,
- (5) Communicating with treatment providers,
- (6) Developing and maintaining a relationship with a Client,
- (7) Providing day-to-day guidance,
- (8) Helping the Client develop and mature mentally and emotionally, and
- (9) Participating in mental health care, evaluations, appointments, and follow-up care, as needed.

6. Non-Mental Health Services

The Contractor may also provide non-mental health services as part of its program, based on a Client's individual needs and with prior written authorization from the Case Manager in accordance with the Divisions' purchase of service authorization process, when included in this Contract. Non-mental health services include:

- a. Intensive supervision - mentoring services; and
- b. Day group skills support services.

7. Linking Direct Care of Client with Education, Employment or Training Needs

The Contractor shall:

- a. Coordinate with the Case Manager to ensure the Client's educational, employment, and training needs are met as follows.
 - (1) Participating, overseeing, and supporting Client's educational activities,
 - (2) Ensuring the Client's attendance in accredited educational program,
 - (3) Communicating with school personnel on Client's behalf, including Contractor staff or proctor parent attending parent teacher conferences or other educational meetings,
 - (4) Helping the Client with homework, and
 - (5) Helping the Client to cope with learning disabilities.
- b. Enroll each Client who is of school age in an accredited school program, vocational, or employment program that is appropriate for the Client's needs. Where possible, the Client shall remain in his or her existing school in order to allow consistency in their education. If it is not possible for the Client to remain

in his or her existing school, the Contractor shall coordinate with the Case Manager to enroll the Client in an appropriate accredited school, vocational, or employment program within 10 days of admission to the Contractor's program.

- c. Ensure the school curriculum is recognized by an educational accreditation organization (i.e., State Board of Education or the National School Accreditation Board, Northwest Accreditation of Schools) and is coordinated with the local school district, if the Contractor provides a school curriculum that is not operated by the local school district. The Contractor shall ensure that any educational credits received by the Client will be accepted by the local school district.
- d. Coordinate and/or provide training in basic life skills for adult living using a curriculum approved by the Division, based upon the Client's age and developmental level.
- e. Accommodate the Client's participation in extracurricular activities and shall adapt Client schedules to allow for such extracurricular activities. The Contractor shall obtain written permission or document verbal permission from the Case Manager prior to the Client participating in extracurricular activities.
- f. Obtain written approval from the Client's Case Manager prior to removing the Client from school. When an appointment requires the Client to be removed from school, the Contractor shall make arrangements with the school beforehand to obtain school work and assignments for the time the Client will be excused.
- g. Ensure the Client does not miss time from school, employment, training, extracurricular activities, or other appointments to accommodate another Client's school, employment, training, extracurricular activities, or other appointments.

8. Court Attendance and Youth Parole Authority (YPA) Reviews

The Contractor shall coordinate with the Case Manager to ensure each Client attends required hearings or reviews before the Juvenile Court or Youth Parole Authority when requested and notified by the Case Manager. The Contractor shall provide written progress reports for the hearings when requested by the Case Manager. The Contractor shall provide the Case Manager with requested reports prior to the hearing or review. The Contractor shall maintain a copy of all written reports in the Client file. Contractor shall ensure Contractor staff or proctor parent attend court hearings.

9. Client use of Electronics and Social Media

Prior to allowing a Client the use of the internet, e-mail, and other social networking sites, the proctor program shall get prior approval from the Client's Case Manager.

10. Team and Team Meetings

The Contractor shall actively participate as a member of the Team. The Contractor shall provide care and supervision services in collaboration with the Client's family or other permanent caregiver and other team members to promote stability and long-term permanence for each Client.

The Contractor shall participate in all Team Meetings and shall ensure that the input and information from the proctor parent is represented. In addition, the Contractor may request a Team Meeting.

SECTION III: REIMBURSEMENT

A. DAILY CARE AND SUPERVISION

1. The Contractor shall bill the Divisions and be reimbursed for care and supervision based on the Contractor's contracted daily rate for this service as approved through the PSA process. Contractors shall not be reimbursed for services not approved through the PSA process.
2. The daily rate for care and supervision shall include the cost of and the administrative costs associated with providing:
 - a. Room and board,
 - b. Supervision,
 - c. Routine transportation,
 - d. Client phone calls to family / legal guardian
 - e. Client personal school supplies, and
 - f. Clinical supervision.

Meals shall be funded and provided based on the United States Department of Agriculture (USDA) moderate cost food plan. Details of the Official USDA food plans can be found on the USDA website

<http://www.cnpp.usda.gov/USDAFoodPlansCostofFood.htm>. The daily rate also includes a Client personal needs allowance and an allotment for program enrichment activities at rates established by DHS, as specified in the following sections.

- 3 The following costs are not included in the daily rate for care and supervision:
 - a. Costs to provide an academic or educational program. The Contractor shall be responsible to negotiate with the local school district for funding.
 - b. Costs for mental health services and wrap services.
 - c. Costs which are not allowable under Federal, State, or DHS cost principles.

B. REIMBURSEMENT FOR CLIENT ABSENCE

1. A “day of absence” is defined as any full 24-hour day, from 12:00 a.m. to 11:59 p.m. the Client is absent from the proctor program and not under the direct care and supervision of the Contractor for the full 24 hours of the day. An “episode” is defined as any continuous period of absence of the Client from the proctor home.
2. The Contractor shall hold a proctor placement for a Client that is absent as part of a planned transition to return home or to a lower level of care for up to eight days of absence per calendar month, if the plan for the Client is to return to the same placement and if preapproved in writing by the Case Manager. An exception may be made to the prior approval requirement when subsequently authorized by the Case Manager in writing. Planned days of absence that are part of a transition plan are generally limited to two days per absence period.

Approved absences of up to eight days shall be reimbursed at the daily care and supervision rate as long as the Client returns to the placement after the absence. If the Client does not return to the placement, despite that being the plan, the Contractor shall bill for the absence using the absence code. DHS/DJJS requires a PSA to bill for the absence using the absence code.

If a Client's absences for the purpose of transition are going to exceed eight days in a calendar month, and if the plan for the Client is to return to the same placement and is preapproved in writing by the Case Manager, the Contractor shall bill for any absences beyond eight days per month at the reduced daily rate using the absence code. DHS/DJJS requires a PSA to bill for the absence using the absence code.

3. The Contractor shall bill at the absence rate using the absence code when a Client is absent for reasons other than a planned transition, such as being “Absent Without Leave” (AWOL), if the plan for the Client is to return to the same placement and if the payment is preapproved by the Case Manager in writing. DHS/DJJS requires a PSA to bill for the absence using the absence code.
4. When the Contractor is being reimbursed at the full daily rate for a Client’s absence from a proctor home, the Contractor shall continue to pay the proctor parents their full daily rate to hold the bed open for the Client. The Contractor may pay the proctor parents at a reduced daily rate for any days the Contractor is being reimbursed at the absence rate.
5. The absence rates in the rate table were calculated by reducing the contracted daily rate by a DHS-established amount for food and personal needs.
6. The Contractor shall document all absences and the reason for the absences on the Contractor’s daily attendance log and submit the attendance log with all billings. The Contractor shall document the name of the Division staff authorizing reimbursement for the absence, the date of authorization, and dates authorized for reimbursement.

7. The Contractor shall maintain contact with the Client and the parties responsible for the Client's care and supervision while the Client is away from the program during any day of absence for which the Contractor is receiving payment, unless the Client is AWOL. Contact may be by phone or by face-to-face visits to ensure the Client's ongoing safety, adequate supervision, and treatment continuity. The Contractor shall document contacts in the Client file.

C. CARE AND SUPERVISION REIMBURSEMENT PROCEDURES

The Contractor shall be reimbursed utilizing the following procedures:

1. The Contractor shall be paid the contracted daily rate for all Clients placed in the proctor home.
2. On a monthly basis, the Contractor shall submit standard Form 520, or other DHS approved billing forms, for each Client for each day the Client resided in the home or facility during the month, including absent days within the limits specified above. The Contractor shall submit Form 520 for all Clients for services during a specific month by the 20th of the month following the month of service, and no later than 15 days after the end of the fiscal year. If the Contractor fails to submit the Form 520 within this time frame, the Contractor shall forfeit its claim to reimbursement.

D. TRANSPORTATION

1. Routine Transportation

The Contractor shall provide routine transportation for the Client. Routine transportation includes, but is not limited to, transportation to: medical, dental, and other appointments; family / legal guardian visits; school and school events; extracurricular activities; community service; Team Meetings; normal case activities; and court hearings. Costs for transporting Clients 60 miles or less per round trip are part of care and supervision and shall not be reimbursed separately.

2. Extended Transportation

The Contractor shall:

- a. When transporting a Client more than 60 miles round trip for family visits, court hearings or reviews, or health services, receive mileage reimbursement according to the mileage rate in the DHS Proctor and Transition to Adult Living Rate Table for all miles traveled.
- b.. Obtain prior written approval from the Case Manager for transportation of the Client more than 60 miles round trip for any other purposes other than those listed in the previous paragraph. If the Contractor fails to obtain prior written approval from the Case Manager, the Contractor shall forfeit its claim to reimbursement.

- c. Be entitled to a single reimbursement per trip regardless of the number of Clients transported. When the Contractor is required to transport Clients only one way of an otherwise reimbursable round trip, the Contractor shall be entitled to reimbursement for the full round trip.
- d. Submit all requests for mileage reimbursement on a One-Time Payment Form within 90 days of the trip for which reimbursement is sought, and no later than 15 days after the end of the fiscal year. If the Contractor fails to request mileage reimbursement within this time frame, the Contractor shall forfeit its claim to reimbursement.
- e. Discuss with the Case Manager and have approved by the Team when extended transportation arrangements are needed.

E. CLIENT PERSONAL NEEDS ALLOWANCE AND PERSONAL BELONGINGS

1. Client Personal Needs Allowance

- a. The daily rate includes an allowance for the Client's personal needs, as specified on the DHS Proctor and Transition to Adult Living Rate Table. Personal needs includes clothing and items such as personal hygiene supplies, cosmetics, hair care, allowance, and leisure expenses such as reading materials, admission fees, or hobbies.
- b. The Contractor shall expend the minimum amount listed in the DHS Proctor and Transition to Adult Living Rate Table for clothing for the Client per month from the personal needs allowance portion of the daily rate. The amount required for clothing shall be prorated when the Client is in placement only a portion of the month. Funds may be carried over no more than three months into a subsequent month for purchase of higher priced items. The Contractor shall maintain receipts for clothing purchases.
- c. The Contractor shall maintain records documenting disbursements and expenditures for each Client.
- d. The Contractor shall have Client sign the monthly ledger, all receipts and that they have received the personal needs funds for the intended purpose. The Contractor shall have the Case Manager sign on the Client's behalf if the Client is not of sufficient age or able to sign.
- e. The Contractor shall ensure the person that tracks and oversees how the personal needs funds are expended on behalf of each Client is not the same person that reconciles the Client accounts.
- f. The personal needs allowance may not be used to reimburse the Contractor for damage caused by the Client.

- g. Within 30 days of the Client's discharge from the Contractor's program, the Contractor shall reconcile the Client's personal needs account. The Contractor shall reimburse the Division by check for remaining personal needs funds for each Client. For DHS/DJJS, a separate check shall be in each Client's name and amount of reimbursement and shall be submitted with the Contractor's monthly billings. For DHS/DCFS, a separate check shall be made payable to DHS/DCFS and specify the Client's name and amount of reimbursement and shall be submitted with the Contractor's monthly billings. The Contractor shall document any amount reimbursed to the Division in the Client's record of expenditures. The contractor shall submit a copy of the reconciled client personal needs account ledger with each reimbursement check. Reimbursement checks and reconciled account documents shall be sent to the Support Service Coordinator for DHS/DJJS and Contract Monitor for DHS/DCFS.

When the Client moves from an out-of-home placement and is not being placed in another DHS-contracted program or other paid out-of-home placement:

- (1) Remaining personal needs funds under \$20 may be given directly to the Client and will be documented and signed by the Client. The Contractor shall submit a copy of the reconciled client personal needs account ledger after funds are distributed.
- (2) Reconciled account documents shall be sent to the Support Service Coordinator for DHS/DJJS and Contract Monitor for DHS/DCFS.

2. Client Personal Belongings

The Contractor shall create and maintain a monthly inventory of all Client belongings. Once the Client is discharged from the program, the Contractor shall return all of the Client's belongings. In the event the Client is AWOL, the Contractor shall secure the Client's belongings until the items are transferred to the Case Manager or other Division authorized person. The Contractor shall replace any of the Client's belongings not properly accounted for. The inventory requirements shall include:

- a. Initial detailed inventory signed by Client and proctor parent or staff of all items the Client brings with them. Details including brand names or value, at Contractor's discretion;
- b. Monthly inventory signed by Client and proctor parent or staff that includes all items added or removed from prior inventory list;
- c. Ending inventory signed by Client and proctor parent or staff that includes all items added or removed from prior inventory list.

F. SPECIAL NEEDS PAYMENTS

The Division may periodically provide payments to the Contractor for special needs for the Client when authorized by the Case Manager and as funding permits. These special needs

include, but are not limited to an initial clothing payment if the Client enters care without sufficient clothing or a joyous season payment to assist with purchase of holiday gifts for the Client or for the Client to purchase gifts for others.

SECTION IV: DOCUMENTATION

A. CONTRACTOR ADMINISTRATIVE RECORDS

The Contractor shall develop and maintain written documentation to support the following:

1. General liability insurance including indemnification.
2. Current program, DHS/OL facility or program license, and business licenses.
3. Staff background screening approvals.
4. Contractor-generated annual certificates documenting families providing proctor care meet all DHS/OL foster care license requirements.
5. DHS Provider Code of Conduct signed and placed in each individual personnel file.
6. Staff training documentation, including training curriculum.
7. Copies of applicable individual clinician licenses.
8. If Contractor provides its own school curriculum, documentation that the school curriculum is recognized by an educational accreditation organization and will be accepted by the local school district.
9. Documentation that the clinical oversight is occurring through regular support and supervision of all proctor parents by clinical staff.
10. Weekly or daily program schedules indicating routine and planned activities.
11. Staff attendance and time sheets.
12. Client daily attendance log in the placement, including the Client's:
 - a. Name;
 - b. Age;
 - c. Risk to re-offend or need level;
 - d. Status upon placement (e.g., initial placement, step-down, or other); and
 - e. Absence and reason for absence

13. Incident reports.
14. For DHS/DCFS only, Notification of Foster Parent Due Process rights.

B. INDIVIDUAL CLIENT RECORDS

The Contractor shall develop and maintain written documentation for the following:

1. Purchase Service Authorization.
2. Client-specific information provided by the Division.
3. For DHS/DCFS Clients, maintain and update the Home-to-Home Packet at the Client's place of residence and, when the Client is discharged, return the Home-to-Home Packet to the Case Manager.
4. Client's evaluations and assessments, treatment plan; educational, vocational, employment, and/or adult living and basic life skills training plan; and progress toward goals.
5. Weekly schedule of planned activities developed jointly by Client and the Contractor.
6. Record of contacts with each Client during any Client days of absence.
7. Client-specific incident reports.
8. Chain of custody for Client's prescription medication upon admission, discharge, or movement.
9. Disbursement of Client clothing and personal needs allowance.

C. ELECTRONIC CONTRACTOR RECORDS

1. DHS/DCFS Records:

The Contractor shall:

- a. Enter and keep updated the required data elements for Federal reporting on the DHS/DCFS Provider website located on the Human Services DHS/DCFS Employee website.
- b. Enter initial data within 30 days of the Contract start date and shall update the website with any change in data within five working days of the change.
- c. Enter required information for each proctor home before any Clients may be placed in those locations.

- d. Obtain written instructions for logging into and maintaining the required data from Division Contract Monitors and/or designated staff.
 - e. Contact the SAFE Help Desk at phone number 801-538-4141 or by e-mail at safehelp@utah.gov for help with entering required data elements.
2. DHS/DJJS Records: DHS/DJJS will send an electronic form to the Contractor periodically to obtain or update required data elements for Federal reporting. The Contractor shall complete or update the form and return it to the Division within 10 business days of the request. In addition, the Contractor shall report any changes to the data, such as change of address or discontinuation for a proctor home, within five business days of the change by completing and submitting an electronic data elements form.

D. ADDITIONAL DHS/DCFS DOCUMENTATION REQUIREMENTS FOR PROCTOR HOMES

Foster Parent Due Process. The Contractor shall document in writing:

1. That the Foster Parent Due Process Rights have been provided to all proctor parents at the time of their employment, in accordance with Utah Code Section 62A-4a-206 and Utah Administrative Code R512-31.
2. For proctor parents currently employed by the Contractor at the start of the Contract period, that the Foster Parent Due Process Rights have been provided to all current proctor parents within 90 days of the Contract start date.
3. In the Contractor's record that proctor parents have received the above information.

SECTION V. ADDITIONAL REQUIREMENTS SPECIFIC TO PROCTOR CARE

A. Requirements for Proctor Care

1. The referring Division shall determine the placement level/service code for the Client based on assessment of Client needs. Any change to the placement level/service code shall be appropriate to the Client needs and shall be approved in accordance with the Divisions' purchase of service authorization process.
2. Specific Requirements for Proctor Care Limited to One (1) Client in the Home – Service Code: DIB/YIB
 - a. General Description: 24 hour care and supervision in a proctor home for no more than one Client when a Client's need for supervision or structure requires that the Client be placed in the home with no other Clients present. These services may be appropriate for high risk Clients with high treatment needs (who may need many wrap services) or it may also be appropriate for entry-level low risk Clients that should not be placed with moderate or high risk Clients.

- b. Population to be Served: This service is for Clients that have low, moderate, or high emotional or behavioral problems and/or have minimal delinquent records and/or may be stepping down from a higher level of care with a more severe behavioral and/or delinquent history. These Clients may have difficulty with interpersonal relationships, require daily supervision and monitoring, require behavioral treatment and other rehabilitative interventions, engage in antisocial acts and show deficits in social skills, cognition, and communication but their needs can generally be met in a parental/family setting; and generally require one-to-one supervision or intensive monitoring.
 - c. The Contractor shall place no more than one Client in Division custody the proctor home.
 - d. The Contractor shall ensure there is no more than one child in the home who is unrelated to the proctor parents, including the Client in Division custody.
 - e. The Contractor shall ensure that one proctor parent shall be in the home at all times when the Client is in the home or, when approved by the Case Manager, other Contractor staff shall provide supervision. The Contractor shall ensure that a proctor parent shall be available for immediate contact when the Client is not in the home.
3. Specific Requirements for Proctor Care with Multiple Clients in the Home – Service Code: DPB/YPB, and for DHS/DCFS only PC1, PC2 and BAC
- a. General Description: 24 hour care and supervision in a proctor home for multiple Clients whose need for supervision or structure can be met while residing with other Clients in the proctor home. This service may be appropriate for entry-level low risk Clients that can be placed in a home setting with other Clients or with siblings.
 - b. Population to be Served: The service is for Clients that have with mild emotional or behavioral problems and/or have minimal delinquent records, have difficulty with interpersonal relationships, require daily supervision and monitoring, require behavioral treatment, and other rehabilitative interventions. These Clients may engage in antisocial acts and show deficits in social skills, cognition, and communication but their needs can generally be met in a family setting and generally require additional intensive supervision.
 - c. The Contractor shall place no more than two DHS/DJJS Clients together in a proctor home. The Contractor shall not request a change in Client Service Code based on the number of Clients in the home.
 - d. The Contractor shall place no more than three DHS/DCFS Clients together in the proctor home. An exception may be made for a sibling group of four or more children with no other Clients in the home when requested and approved

by the Case Manager. The Contractor shall not request a change in Client Service Code based on the number of Clients in the home.

The Contractor shall place a Client and the Client's siblings in one proctor home when it is appropriate and safe for the Clients and the Client's siblings to be placed together. Payment rates for the Client and each of the siblings shall be based upon each individual's need as determined by the Division's level of care assessment (i.e., proctor care or contracted Level I or Level II foster care). Payment rates and service codes may vary for each individual Client and will be specified by the Division in the PSA.

- e. The Contractor shall place a Client's baby in the same proctor home with a DHS/DCFS Client when it is safe and appropriate for the Client and the Client's baby to be placed together. The proctor parent shall mentor the Client in appropriate parenting and household management skills. If it is determined that the Client and the Client's baby may be placed together, the payment rates for the Client and the Client's baby shall be based upon each individual's need as determined by the Division's level of care assessment. If the Client's baby is also in Division custody, the Division will authorize the appropriate contracted foster care payment rate (i.e., contracted Level I or Level II foster care.). If the Client's baby is not in Division custody, the Division may authorize a supplemental payment code for the baby (BAC). Payment rates and service codes may vary for each individual Client and will be specified by the Division in the PSA.
- f. The Contractor shall not place Clients in the custody of the DHS/DJJS in the same proctor home as Clients in the custody of the DHS/DCFS.
- g. The Contractor may place Clients in the custody of DHS in the same proctor home as Clients in the custody of DHS/DCFS or DHS/DJJS with approval of both Division Case Managers.
- h. For DHS/DJJS Clients, the Contractor shall ensure that the primary proctor parent has at least one year of experience as a proctor parent or direct care staff in a residential program before placing multiple DHS/DJJS Clients in the home.

SECTION VI. SPECIFIC REQUIREMENTS FOR TRANSITION TO ADULT LIVING PROGRAMS SERVICE CODE DAC/YAC

A. Care and Supervision for Transition to Adult Living:

1. General Description

Care and supervision provided in a 24 hour care and supervision in an "apartment-like" setting intended to prepare Clients to live self-sufficiently upon discharge from custody.

2. Contractor Qualifications

- a. The Contractor shall be licensed by the DHS/OL as a Child Placing Agency authorized for Foster Care.
- b. If the Contractor has a Child Placing Agency authorized for Foster Care license from DHS/OL, the Contractor shall only provide Transition to Adult Living services utilizing a “mother-in-law” type apartment connected to the primary residence of the proctor parents or in a separate building on the same plot of land as the primary residence of the proctor parents. If the apartment utilized by the Contractor to provide Transition to Adult Living services has its own address, the Contractor must have a DHS/OL license for Residential Support.
- c. In order to provide Transition to Adult Living services, the Contractor shall have “apartment-like” living quarters for the Client. There can be no more than four Clients per living quarter and no more than two Clients in each bedroom. “Living quarter” means an “apartment-like” living arrangement in the home or facility, which includes a bedroom, bathroom, kitchen, and living room area for the Clients that is separate from those used by others living in the proctor parents’ home.

3. Contractor Staffing Requirements:

Non-Clinical Direct Care Staff: The Contractor shall employ proctor parents and other direct care staff to assure there is 24 hour supervision of Clients during the day, nighttime sleeping hours, weekends, employment, and school hours.

4. Contractor Capacity

The Contractor shall:

- a. Staff-to-Client Ratio.
 - (1) At a minimum, maintain one staff to four (1:4) Clients ratio at all times, except during nighttime sleeping hours. Awake nighttime supervision is not required; however, the Contractor shall ensure that the proctor parents shall be on site and immediately available during nighttime sleeping hours.
 - (2) If there are both male and female Clients, ensure that one male and one female staff member are on duty at all times. For gender-specific populations, the Contractor shall ensure there is least one staff member of that same gender working at all times.
- b. Assess the Client’s readiness for transition to adult living services within two weeks of admission to the Contractor’s program or to update an existing assessment for transition to adult living services completed by the Client, the Case Manager, and the team. The written transition to adult living services

assessment shall address basic life skills and financial, community and family resources and supports. The Contractor may use the Ansell Casey Life Skills Assessment for the ongoing assessment of skills needed for the Client to transition to adult living.

- c. Ensure its staff meets weekly with the Client to develop a written weekly schedule of planned activities and to monitor progress toward transition to adult living goals.
- d. Ensure its staff have daily contact with the Client during the times the Client is at school, work, or in another community setting. The Contractor and Case Manager shall determine the number of face-to-face daily visits required for each Client based on the Client's need. The Contractor shall document in writing daily Client contacts.
- e. Prior to discharge from the program to living independent, ensure that each Client:
 - (1) Has sufficient financial resources to pay at least one month's rent and any related rent or utility deposits.
 - (2) Has an ongoing source of income sufficient to transition to adult living status.
 - (3) Has an identified health care provider and the means to pay for health care services.
 - (4) Has basic necessities for living in their own apartment (e.g., cooking utensils, dishes, bedding, towels, etc.).
- f. Have the capacity to serve Clients, age 17 years or older, that are preparing to live self-sufficiently upon discharge from custody. Clients may have moderate emotional or behavioral problems and/or delinquent records and difficulty with interpersonal relationships.

5. Population

These Clients may be occasionally aggressive, withdrawn, and engage in antisocial acts and show deficits in social skills, cognition, or communication. These Clients may also present a low risk of harm to self or others; require daily supervision and monitoring, behavioral treatment, and other rehabilitative interventions designed to prepare them for transition to adult living. These Clients are generally expected to transition to adult living status within three to six months of entering transition to adult living services.

6. Additional Documentation Requirements

Individual Client Records: The Contractor shall maintain a written transition to adult living services assessment of the Client's readiness to transition to adult living. This

shall include a weekly Client schedule, record of daily contacts with Clients, and monthly progress towards goals.

SECTION VII. SERVICE REQUIREMENTS FOR OUTPATIENT MENTAL HEALTH SERVICES

A. MEDICAID. If providing outpatient mental health services:

1. Provider Compliance

The Contractor shall comply with all requirements for providers of Medicaid outpatient mental health services, as specified in the Rehabilitative Mental Health Services for Children Under Authority of Department of Human Services, Division of Child and Family Services, or Division of Juvenile Justice Services Manual, including:

- a. Section 1, “General Information”,
- b. Section 2, “Diagnostic and Rehabilitative Mental Health Services by DHS Contractors”,
- c. “General Attachments”, and
- d. Any subsequent updates in the provider manuals or in Medicaid Information Bulletins.

The current version of the Medicaid Provider Manual may be accessed electronically at: <http://www.health.utah.gov/medicaid/manuals/directory.php>.

In the event this Contract and Medicaid Provider Manuals do not agree, the Medicaid Provider Manual requirements apply, except that the Contractor shall only bill Medicaid using the DHS approved rates in DHS Medicaid Services Rate Table.

2. Medicaid Enrollment

The Contractor shall be a Utah Medicaid Provider. If the Contractor is not a Utah Medicaid Provider, the Contractor shall become a Utah Medicaid Provider *prior to providing Medicaid services*.

- (1) The Contractor’s business organization, each licensed clinician, and each qualified non-licensed staff must enroll separately as a Utah Medicaid Provider for diagnostic and rehabilitative mental health services;
- (2) Each of the Contractor’s licensed clinicians and qualified non-licensed staff must be affiliated with the Contractor.

3. Service Requirements

The Contractor shall provide diagnostic and rehabilitative mental health services for Clients in Division custody or Clients who were adopted after being in Division custody who are referred for services by the Division. The Contractor shall obtain written authorization from the Case Manager before services are provided, in accordance with the Division's PSA process. In addition to providing diagnostic and rehabilitative mental health services, the Contractor shall provide the following:

a. Evidence-Based or Evidence-Informed Treatment

The Contractor shall:

- (1) Provide a treatment regimen that is evidence-based treatment or evidence-informed treatment that has been previously approved in writing by the Division Director or approved through the bidding process of this contract. The treatment regimen shall be individualized based on the Client's age, diagnosis and circumstances. This includes, but is not limited to, addressing grief, loss, trauma, and criminogenic factors affecting the Client.
- (2) Maintain fidelity of the approved evidence-based or evidence-informed treatment program through monitoring the effectiveness of the program.
- (3) Maintain documentation of staff training received and/or skills in the evidence based treatment for which the Client will be engaged to restore the highest possible level of function.

b. Team and Team Meetings

The Contractor shall:

- (1) As part of a clinical mental health service, actively participate as a member of the Team. The Contractor shall provide rehabilitative mental health and related services in collaboration with the Client's family and the foster/proctor family or other direct caregiver to promote stability and long-term permanence for each Client.
- (2) Include both the Client's family and foster/proctor family or other direct caregiver in the Client's ongoing treatment to facilitate understanding of how to best address the Client's current and future mental health needs. (Example: it is appropriate to convene members of a Team Meeting in the development of the treatment plan, quarterly treatment plan review, and to gather information from parents, proctor family, teachers, childcare providers, and Case Managers for the purpose of assessing the Client as part of the Psychiatric Diagnostic Interview Examination.)
- (3) Participate in all, and may also initiate any of the following, Team Meetings:

(a) **Ongoing Team Meeting**

The Contractor shall participate in all ongoing Team Meetings to coordinate the Client's treatment plan with the Division service plan, the Client's permanency goal, and the long-term view.

(b) **Change of Clinician/Treatment Team Meeting**

Prior to any change in clinician/treatment provider, unless it is an emergency situation, the Contractor shall participate in a Team Meeting to discuss reasons, solutions, and transitions that are most beneficial to the overall treatment goals and service plan for the Client.

(c) **Discharge Team Meeting**

Prior to discharge, the Contractor shall participate in a Team Meeting to discuss progress, maintenance, and transitions for long-term stability of the Client.

c. Examination and Treatment Planning

(1) The Contractor shall conduct an initial psychiatric diagnostic interview examination or an addendum to the most recent examination or psychological evaluation completed within the past 12 months. The examination or addendum shall assess the existence, nature, or extent of illness, injury or other health deviation for the purpose of determining the Client's need for mental health services.

(a) Collect collaborative information from parents, proctor parents, schools/child care, mental/health care professionals and others as needed to determine the existence, nature and extent of a mental illness or disorder for the purpose of identifying the Client's need for mental health services.

(b) Convene a Team Meeting with Client to gather collaborative information from Client's parents, caretakers, teachers, child care providers, and Case Managers to facilitate in the assessment of the Client for the psychiatric diagnostic interview examination.

(c) Collect and review prior psychiatric diagnostic interview examinations, psychological testing, medical interpretations of laboratory or other medical diagnosis, and school records to develop a complete picture of the Client's mental health diagnosis and treatment needs.

(d) Conduct or obtain information from other sources concerning a psychosexual assessment or a Sexual Behavioral Risk

Assessment as part of the psychiatric diagnostic interview examination, if it is determined that the Client has sexual behaviors that should be evaluated.

- (2) If it is determined the Client needs mental health services, the individual provider of mental health services conducting the psychiatric diagnostic interview examination or the individual provider of mental health services who actually delivers the mental health services shall develop a treatment plan. The treatment plan shall reflect the Client's therapeutic needs as identified in the psychiatric diagnostic interview examination, and shall be coordinated with the Division Service Plan and with the Team.
- (3) The treatment plan shall be designed to improve or stabilize the Client's conditions. Treatment goals shall match recommendations on the examination or addendum. The treatment plan shall be written within 30 days of admission to the Contractor's program.
- (4) Mental health services shall not be provided and billed until a treatment plan has been written and submitted to the Case Manager.
- (5) The treatment plan shall include the following:
 - (a) Measurable treatment goals developed in conjunction with the Client, family/legal guardian and Case Manager, including face-to-face participation of the Client in its development. The goals shall address the Client's needs identified in the Psychiatric Diagnostic Interview Examination. For DHS/DJJS, a written, individualized treatment plan will contain SMART goals and action steps that are derived from identified PRA dynamic risk items. SMART goals will operationalize the PRA dynamic risk item so that it is specific measurable, attainable, realistic and timely.
 - (b) Discharge criteria and, at the appropriate time, post discharge plans and coordination of related community services to ensure continuity of care with the Client's family (or others in whose care the Client will be released after discharge), school, and community.
 - (c) Signature, printed name, licensure, and date of the individual who developed the treatment plan.
- (6) The Contractor shall bill treatment plan development as part of the psychiatric diagnostic interview examination.

- (7) The Contractor shall provide a copy of the treatment plan to the Case Manager within 15 days of completion. The Contractor shall retain a copy of the treatment plan in the Client file.

d. Treatment Plan Review

The Contractor shall:

- (1) Review the Client's treatment plan at least quarterly, or more often if there is a change in the Client's condition or status.

The Division reserves the right to have an independent psychiatric diagnostic examination to determine treatment needs if the Team members disagree regarding need for a change in intensity of services.

- (2) Have face-to-face contact with the Client to complete the quarterly review of progress toward each treatment objective, appropriateness of prescribed services, and need for the Client's continued participation in the program. If the licensed mental health therapist provides ongoing services to the Client, then the treatment plan review conducted by this individual may not require an additional face-to-face contact. However, if the licensed mental health therapist who will conduct the review has had only limited or no contact with the Client during the preceding quarter, and therefore, does not have sufficient clinical information to evaluate the treatment prescription, then the Client must be seen face-to-face to conduct the treatment plan review.
- (3) Review the treatment plan quarterly during a face-to-face interview with the Client to review progress toward each treatment objective. The Contractor may also participate in a Team Meeting including the Case Manager, the Client's family, and proctor parents as part of the review process.
- (4) Develop an updated treatment plan if the Contractor determines during a treatment plan review that the treatment plan (e.g., problems, goals, methods, etc.) needs to be modified, then as part of the treatment plan review.
- (5) Document the treatment plan review in the Client's record and shall include:
 - (a) The date, actual time, and duration of the service;
 - (b) The specific service rendered (i.e., treatment plan review);
 - (c) A written update of progress toward established treatment goals, the appropriateness of the services being furnished, and the need for the Client's continued participation in the program; and

- (d) The signature and licensure of the individual who rendered the service.
- (6) Bill for a treatment plan review as family psychotherapy or individual psychotherapy (if there is a face-to-face interview with the Client), depending on how the treatment plan review is conducted.
- (7) Maintain a copy of the treatment review in the Client's file and shall provide a copy of the treatment review and any updated treatment plan to the Case Manager within 15 days of the end of each review period.

e. Discharge Reports

The Contractor shall:

- (1) Complete a discharge summary on each Client regardless of length of treatment.
- (2) Include date of discharge, progress on treatment goals, and recommendations for future service or treatment needs.
- (3) Maintain a copy of the discharge summary in the Client's file.
- (4) Maintain a copy of the discharge report in the Client's file and shall provide a copy of the report to the Case Manager within 15 days of termination of service.

4. Telehealth

Telehealth is the practice of mental health care delivery through interactive video communications when distance or other hardships create difficulty with consistent access to services. Telehealth occurs in real-time or near real-time. The use of Telehealth for the delivery of mental health services shall be considered a face-to-face, in-person encounter between the mental health practitioner and the Client and/or family.

- a. Telehealth may only be used for delivery of the following services:
 - (1) Family Psychotherapy with Client Present.
 - (2) Family Psychotherapy without Client Present.
 - (3) Pharmacological Management.
- b. Telehealth shall only be used when circumstances indicate that face-to-face interaction would be a hardship for the family or Client (e.g. extreme distances to the mental health practitioner's office).

- c. Prior written approval by the Case Manager is required for Telehealth to be used.
- d. As a condition of using Telehealth, an interactive visual telecommunications system is required that permits real-time communication between the licensed mental health practitioner and the Client or the Client's family when one of the parties is at another site. Equipment streaming at both sites is the preferred method to be used, such as Skype.
- e. Telehealth equipment shall have the technological capacity and transmission speed to provide adequate resolution and audio quality for decision-making substantially equivalent to a face-to-face encounter. The Contractor shall ensure its staff involved in Telehealth visits are trained in the use of the Telehealth equipment and are competent in its operation.
- f. The following shall not be considered Telehealth:
 - (1) Telephone conversations.
 - (2) Text messaging.
 - (3) Electronic mail messaging; e.g., email or instant messaging.
 - (4) Facsimile (fax).
 - (5) Store and forward.
- g. The Contractor shall ensure that physical surroundings for all parties are private, quiet, free of any interruptions and conducive to a confidential mental health session that would normally take place in a mental health practitioner's office.
- h. When providing Telehealth services, the Contractor shall be held to the same standards of quality care and confidentiality as required by state and federal law.
- i. The Contractor shall ensure that all individuals involved in the Telehealth session identify themselves and that therapy progress notes document those in attendance.
- j. All costs associated with the Telehealth service are the responsibility of the Contractor.
- k. Telehealth services shall be reimbursed at the same rate as a standard face-to-face, in-person encounter.

**SECTION VIII.
Medicaid)**

REQUIREMENTS FOR WRAP SERVICES (Non-Mental Health/Non-

Wrap services supplement the care of Clients in proctor homes or transition to adult living settings which are provided by Direct Care Staff. For DHS/DCFS Clients, this may include foster homes or trial home placements where custody remains with DHS/DCFS. Services must be provided in a manner consistent with public safety and that promotes Clients' ability to achieve their highest level of functioning, self-sufficiency, and safety, and to systematically reduce the Client's reliance on additional formal support systems. Wrap services shall be provided in collaboration with the Clients' families, both the family of origin and the caregiver family, in such a way that promotes the Clients' stability and long term permanence.

A. WRAP SERVICES GENERAL REQUIREMENTS

1. Team Meetings

The Contractor shall actively participate in all Team Meetings as requested by the Case Manager.

2. Prior Approval

The Contractor shall obtain prior written approval from the Case Manager for wrap services.

B. WRAP SERVICE DESCRIPTIONS (NON-MEDICAID SERVICES)

Intensive Supervision - Mentoring (YIS)

1. General Description of Service

Intensive Supervision – Mentoring is a non-residential intensive one-on-one supervision/mentoring service provided by trained individuals. It is the intent that an intensive supervisor/mentor be one staff member assigned to a Client to develop a trusting consistent relationship.

2. Service Requirements

Client services include:

- a. Assisting the Case Manager with the coordination of needed community services such as therapy, educational/vocational programs, employment, and recreational services;
- b. Monitoring the quality and need for continued service;
- c. Monitoring of the Clients' behavior while in the community;
- d. Teaching of basic living skills;
- e. Academic tutoring;

- f. Advocacy;
- g. Crisis intervention;
- h. Behavioral guidance and intervention;
- i. Coordination with the Client's parents/guardians/foster/proctor parents;
- j. Consultation between the Contractor and the Team members that may occur when the Client is present or not present;
- k. Assisting the Case Manager in coordination of visitation; and
- l. Other Intensive Supervision or Mentoring Client services that are approved by the Case Manager.

3. Limitations

- a. Staff providing Intensive Supervision - Mentoring are not merely transporting the Client. Contractor shall not be reimbursed for time spent transporting Clients unless actively engaged in the above supervision -mentoring activities.
- b. If a circumstance arises where it is appropriate for more than one Client under the supervision of a single staff to be together for an activity, prior written approval from the Case Manager shall be obtained and billing shall be for one Client only or divided among the various Clients.
- c. Intensive Supervision – Mentoring services shall not be reimbursed when provided by the person(s) with whom the Client is residing.
- d. Intensive Supervision - Mentoring services provided in a proctor home require prior written Division administrative approval.

4. Contractor Qualifications

- a. The Contractor shall be licensed by the DHS/OL to provide child placing, residential support or outpatient services.
- b. The Contractor's staff providing intensive supervision - mentoring shall meet the following requirements prior to providing services:
 - (1) Be 21 years of age or older;
 - (2) Have three positive written references from persons not related to the staff member applying to provide intensive supervision - mentoring services;

- (3) Possess and maintain a valid driver license, verified annually by the agency; and
- (4) Maintain automobile insurance consistent with the requirements pursuant to this Contract.

5. Training Requirements

Staff providing Intensive Supervision - Mentoring shall complete training requirements for direct care staff as specified under General Training Requirements.

6. Documentation

The Contractor shall develop and maintain a written activity log for each Client that includes the following:

- a. Dates of services and activities;
- b. Duration of services and activities, including start and end time;
- c. Detailed description of specific services and activities provided including, but not limited to, conversations that took place, goals discussed, upcoming activities; and
- d. Name of individual who provided the services and activities.

The Contractor shall provide a copy of a Client's activity logs to the Case Manager within three working days after the end of each month.

Day Group Skills Support Services, DGS

1 General Description of Services

Day Group Skills Support Services means non-clinical rehabilitative support and supervision services provided to a group of Clients in a day treatment setting. This service supplements mental health services billable to Medicaid that are provided in a day treatment setting.

2. Service Requirements

The Contractor shall:

- a. Assist Clients to develop competence in basic skills such as grooming, personal hygiene and maintenance of the living environment;
- b. Support the goals that are in each Client's day treatment clinical and educational plan;

- c. Assist Clients in eliminating behaviors that inhibit Client social functioning;
- d. Assist Clients in developing community awareness through recreational and service activities;
- e. Provide Client supervision to maintain personal and group safety; and
- f. Educate parents and caregivers in ways to support the skills and behaviors taught in the day treatment setting.

3. Staff-to-Client Ratio

The Contractor shall maintain a ratio of no more than five Clients per staff member for Clients that are ages zero through 12 years and a ratio of no more than eight Clients per staff member for Clients ages 13 to 18 years. The Contractor shall obtain a DHS/OL variance to serve Clients ages 19 to 21 years.

4. Contractor Qualifications

- a. The Contractor shall be licensed by the DHS/OL to provide day treatment services.
- b. The Contractor's staff providing day group skills support services must meet the following requirements prior to providing services:
 - (1) Be 21 years of age or older.
 - (2) Have three positive written references from persons not related to the staff member applying to provide day group skills support services.
 - (3) Possess and maintain a valid driver license, verified annually by the agency
 - (4) Maintain automobile insurance consistent with the requirements pursuant to this Contract.

5. Training Requirements

Day Group Skills Support Services staff are considered non-clinical direct care staff and must complete training requirements for direct care staff as specified under General Training Requirements.

6. Documentation

- a. The Contractor shall develop and maintain a written activity log for each Client that includes the following:

- (1) Dates of services and activities;
 - (2) Duration of the services and activities, including start and end time;
 - (3) Detailed description of specific services and activities provided including, but not limited to, conversations that took place, goals discussed, upcoming activities; and
 - (4) Name of individual who provided the services and activities.
- b. The Contractor shall provide a copy of the activity logs to the Case Manager within three working days after the end of each month.

Service delivery area or address/location where the services will be provided:

Statewide

PART III: PERFORMANCE MEASURES AND CLIENT OUTCOMES

The Contractor shall comply with the following objective based performance requirements:

1. **Client Centered Objectives.** If a program or service covered by this Contract requires the development of client treatment plans, the treatment plans must include individualized treatment objectives that address the assessed needs of the Client. The treatment plans must prescribe an integrated program of therapies, activities, and experiences to meet the client's treatment objectives and include reasonable measures to evaluate and ensure the Contractor meets the Client's treatment objectives.
2. **Internal Quality Management.** The Contractor is responsible to develop, implement, and maintain an internal quality management system that shall evaluate the Contractor's programs as required in Part II of this Contract, and establish a system of self-correcting feedback that may be externally validated by DHS/DCFS.
3. **Customer or Client Satisfaction Surveys:** The Contractor understands that DHS is committed to providing Client-oriented services and that DHS and DHS/DCFS often conduct Client-satisfaction surveys to ensure that services are appropriate for the Clients served. The Contractor and/or its subcontractor therefore agree to cooperate with all DHS and DHS/DCFS-initiated Client or customer feedback activities.
4. **Performance Based Outcome Measures:** The Contractor shall cooperate and collaborate with DHS, the Division and the University of Utah and its staff (when referred to the Contractor by the Division) to assess and determine:
 - a. How closely its program(s) meet known principles of effective interventions using evidence-based practices;
 - b. The effectiveness of the Contractor's program(s) in improving outcomes for DHS Clients; and/or
 - c. The degree to which the Contractor is using evidenced-based practices.

If through this process the Contractor's program is found to be lacking in any of the above areas, the Division and/or the University of Utah may, at the Division's sole discretion, provide the Contractor with free technical assistance to improve its program's effectiveness.

PART IV: PAYMENT TERMS AND BILLING INFORMATION

SECTION A: PAYMENT

Payments made to the Contractor pursuant to the terms of this Contract shall be the Contractor's total compensation for Contract services provided. With the exception of guaranteed payment amounts and cost reimbursement contracts, payments to the Contractor shall be made pursuant to this Contract only if clients are placed with, are referred to, or select the Contractor for services pursuant to this Contract AND only if the Contractor actually provides contract services to the clients.

SECTION B: PAYMENT AND BILLING OF MEDICAID SERVICES

1. **PAYMENT SOURCE:** The Contractor shall bill the **Utah Department of Health, Division of Medicaid and Health Financing (DOH)** for all Medicaid services provided pursuant to this Contract.

DHS shall not be responsible, under any circumstances, for the payment of Medicaid services provided pursuant to this Contract, including any Medicaid claims submitted to DOH by the Contractor and denied by DOH.

2. **PAYMENT RATES:** The Contractor shall be paid for Medicaid services provided pursuant to this Contract based on the rates in this table. These services and rates require review and approval from DOH and are subject to change by DOH.

DHS Medicaid Services Rate Table

Service	Medicaid Billing Code	Unit of Service	Rate
Psychiatric Diagnostic Evaluation by Licensed Mental Health Therapist	90791	15 minutes	\$ 28.85
Psychiatric Diagnostic Evaluation by MD/APRN	90792	15 minutes	\$ 31.15
Mental Health Assessment (Psychosocial Portion) by Non-Mental Health Therapist	H0031	15 minutes	\$ 11.78
Psychological Testing	96101	Hour	\$115.19
Neuropsychological Testing Battery (Limit of 8 hours per year.)	96118	Hour	\$115.19
Developmental Testing: Extended	96111	Hour	\$115.19
Neurobehavioral Status Examination (Limit of 8 hours per year.)	96116	Hour	\$115.19
Individual Psychotherapy (16 through 37 minutes face to face with Client and/or family member)	90832	Session	\$ 47.30

Service	Medicaid Billing Code	Unit of Service	Rate
Individual Psychotherapy (38 through 52 minutes face to face with Client and /or family member)	90834	Session	\$ 70.96
Individual Psychotherapy (53 through 89 minutes face to face with Client and/or family member)	90837	Session	\$ 94.61
Individual Psychotherapy add-on (Additional time between 90 minutes through 134 minutes face to face with Client)	99354	Session	\$57.70
Individual Psychotherapy add-on (Additional time between 135 minutes through 164 minutes face to face with Client)	99355	Session	\$57.70
Individual Psychotherapy for Crisis (Assessment & Treatment) – Case Manager Notification (16 through 30 minutes)	90832	Session	\$ 47.30
Individual Psychotherapy for Crisis (Assessment & Treatment) – Case Manager Notification (31 through 75 minutes)	90839	Session	\$ 94.61
Individual Psychotherapy for Crisis (Assessment & Treatment) – Case Manager Notification (Time exceeding 75 minutes, in 30 minute increments. Rate is for each 30 minute increment above 75 minutes.	90840	Session	\$ 47.30
Family Psychotherapy with Client Present	90847	15 minutes	\$ 23.65
Family Psychotherapy without Client Present	90846	15 minutes	\$ 23.65
Group Psychotherapy –Multi-Family	90849	15 minutes	\$ 5.51
Group Psychotherapy – Other Than Multi-Family	90853	15 minutes	\$ 5.51
Group Psychosocial Rehabilitative Services - Per Client	H2017	15 minutes	\$ 3.16
Group Psychosocial Rehabilitation Services - Intensive Children's Ages 0 to 12 (<i>DCFS Only</i>) – Per Client	H2017 with U1 modifier	15 minutes	\$ 3.85
Individual Skills Training and Development	H2014	15 minutes	\$ 12.94
EVALUATION & MANAGEMENT (E & M Codes)			
Pharmacologic Management, Prescriber (MD/APRN) (outpatient face to face w/ Client)	99211 with CG modifier	5 minutes	\$ 11.70
Pharmacologic Management, Prescriber (MD/APRN) (outpatient face to face w/ Client)	99212 with CG modifier	10 minutes	\$ 25.45
Pharmacologic Management, Prescriber (MD/APRN) (outpatient face to face w/ Client)	99213 with CG modifier	15 minutes	\$ 81.01

Service	Medicaid Billing Code	Unit of Service	Rate
Pharmacologic Management, Prescriber (MD/APRN)(outpatient face to face w/ Client)	99214 with CG modifier	25 minutes	\$ 81.01
Pharmacologic Management, Prescriber (MD/APRN) (outpatient face to face w/ Client)	99215 with CG modifier	40 minutes	\$ 84.65
Pharmacologic Management, Prescriber (MD/APRN) (psychiatric residential face to face w/ Client)	99307 with CG modifier	10 minutes	\$ 25.45
Pharmacologic Management, Prescriber (MD/APRN) (psychiatric residential face to face w/ Client)	99308 with CG modifier	15 minutes	\$ 81.01
Pharmacologic Management, Prescriber (MD/APRN) (psychiatric residential face to face w/ Client)	99309 with CG modifier	25 minutes	\$ 81.01
Pharmacologic Management, Prescriber (MD/APRN) (psychiatric residential face to face w/ Client)	99310 with CG modifier	35 minutes	\$ 78.83
Pharmacologic Management, Registered Nurse	M0064	Encounter	\$ 35.41

3. **BILLING REQUIREMENTS:** All billings for Medicaid services provided pursuant to this Contract shall be submitted directly to DOH through the DOH Medicaid Management Information System (MMIS) notwithstanding the client's Medicaid eligibility. Billings shall be submitted in accordance with DOH Medicaid rules and procedures.
 - a. In order to bill DOH for Medicaid services provided, the Contractor must be a Utah Medicaid Provider.
 - b. When billing DOH for Medicaid services, the Contractor shall use the rates in the DHS Medicaid Services Rate table, **EXCEPT** when billing for services provided to DHS/DCFS post-adopt clients (see paragraph 3.c. below). **If the Contractor bills DOH for Medicaid services at rates greater than the Medicaid services rates in this Contract**, DHS may require the Contractor to pay DHS the difference between the amount paid to the Contractor by DOH and the Contract amount. DHS may also discontinue referring clients to the Contractor and/or terminate this Contract.
 - c. When billing DOH for Medicaid services provided to DHS/DCFS post-adopt clients, the Contractor may bill at the DOH Medicaid rates, **rather than** the DHS Medicaid rates contained in this Contract.

SECTION C: PAYMENT AND BILLING OF NON-MEDICAID SERVICES

1. **PAYMENT SOURCE:** DHS shall reimburse the Contractor for all non-Medicaid services provided pursuant to this Contract.
2. **PAYMENT RATES:** The non-Medicaid service rates for this Contract are specified in the Rate Table below:

DHS Proctor and Transition to Adult Living Rate Table

DHS/DCFS Care and Supervision Services*	Service Code	Unit of Service	Rate
Proctor Care Multiple Clients (Care and Supervision for up to 3 Clients in home)	DPB	Day	\$49.30
Proctor Care Multiple Clients Absence (Absence Code for over 8 days absence)	APB	Day	\$39.30
Proctor Care One Client (Care and Supervision for one Client only in home)	DIB	Day	\$56.90
Proctor Care One Client Absence (Absence Code for over 8 days absence)	AIB	Day	\$46.90
Transition to Adult Living (Care and Supervision in supervised apartment settings)	DAC	Day	\$62.40
Transition to Adult Living Absence (Absence Code for over 8 days absence)	AAC	Day	\$52.40
Level II Foster Care (Required with DPB code) (Contracted Foster for Sibling/Baby in Proctor Home)	PC2	Day	Age 0-5 \$21.65 Age 6-11 \$22.65 Age 12+ \$23.65
Level I Foster Care (Required with DPB code) (Contracted Foster for Sibling/Baby in Proctor Home)	PC1	Day	Age 0-5 \$18.60 Age 6-11 \$19.60 Age 12+ \$20.60
*Each of the following Care and Supervision rates, DPB/YPB, DIB/YIB, DAC/YAC, PC2 and PC1, includes \$2.00 per day per Client for Client personal needs. At least \$40.00 per month of the total personal needs amount shall be used for Client clothing.			
Non-Medicaid Wrap Services	Service Code	Unit of Service	Rate
Intensive Supervision Mentoring Services (Tracking)	YIS	15 minutes	\$3.31
Day Group Skills Support Services	DGS	15 minutes	\$1.26
Miscellaneous Services For Which The Contractor May Be Reimbursed	Service Code	Unit of Service	Rate
Mileage Rate (For non-routine transportation exceeding 60 miles per round trip for visitation, medical, court, or other prior authorized transportation)	CTP	Per Mile	\$.38
Supplemental Payment for Baby of Client in DHS/DCFS Custody	BAC	Day	\$15.60

3. **BILLING REQUIREMENTS:** To obtain payment from DHS for the non-Medicaid services provided pursuant to this Contract, the Contractor shall submit to DHS/DCFS the billing form specified below for its authorized services.

Unit of Service (Rate-Based) Contracts: Contractor shall use the DHS 520 Billing Form (EXCEPT when billing for services provided to DHS/DCFS post-adopt clients, which shall be billed on the Cost of Service Billing Form). The Contractor shall bill DHS/DCFS only for actual units of service delivered, and shall maintain records that adequately support the delivery of such services.

4. **PAYMENT OPTIONS FOR RESIDENTIAL CARE SERVICES:**

- a. **Client Absences:** If Part II of this Contract ("Scope of Work and Special Conditions") states that the Contractor may receive payment for Client absences from a residential placement, the Contractor shall include appropriate information in the Client's records (such as the reason for the Client's absence and the Client's whereabouts during the absence). In addition, if Part II of this Contract requires the Contractor to obtain written approval from DHS/DCFS in order to obtain payment for a Client's absence, the Contractor shall include a copy of such approval in the Client's file.

Payment for Client absences from a residential placement is prohibited in the following situations: (1) The Client has left the Contractor's residential program and there is no plan to return the Client to the Contractor's residential program and, therefore, no need to hold the slot; or (2) The standard rate already includes a factor for absences.
 - b. **Billing for First and Last Days:** DHS/DCFS will reimburse the Contractor for both the first and last days of service for clients in residential care. The level of compensation for the first and last days of service is specified in the Payment Rate Table above.
5. **BILLING PERIODS AND DEADLINES:** DHS may delay or deny payment to the Contractor for billings or claims for services that do not meet the billing deadlines outlined below.
- a. **Contractor Billing Period:** The Contractor's billing period is monthly.
 - b. **Ongoing Billings:** The Contractor shall submit all billings and claims for services rendered during a given billing period within twenty (20) days after the last date of that billing period, **EXCEPT** that the Contractor shall submit all billings for services performed on or before June 30th of a given fiscal year pursuant to paragraph c. below.
 - c. **State Fiscal Year-End Billings:** The State Fiscal Year is from July 1st through June 30th. The Contractor shall submit all billings for services performed on or before June 30th of a given fiscal year **no later than July 14th** of the following fiscal year, regardless of the Contractor's billing period or the expiration or termination date of this Contract.
 - d. **Final Contract Billings:** The Contractor shall submit all final billings under this Contract within 14 days of expiration or termination of the Contract, regardless of the Contractor's billing period.

SECTION D: ADDITIONAL REQUIREMENTS

1. **UNIFORM BILLING PRACTICES:** The Contractor guarantees that the amounts it charges for services to Clients pursuant to this Contract shall not be higher than the amounts the Contractor charges others for comparable services.

2. **NO IMPOSITION OF FEES:** The Contractor shall not charge clients for any services provided pursuant to this Contract, except as expressly authorized in Part II of this Contract.
3. **SUPPORTING DOCUMENTATION:** The Contractor shall maintain the documentation necessary to support the services and/or costs billed by the Contractor and shall submit such documentation with the billings if requested. The Contractor shall store and file required documentation in a systematic and consistent manner.
4. **QUESTIONED COSTS:** DHS may consider any billing by the Contractor to be a questioned cost if the billing is not supported by proper documentation verifying that the amounts billed for services provided or costs incurred pursuant to this Contract were actually provided or incurred in accordance with Contract provisions.
5. **THIRD-PARTY RESOURCES:** In addition to funds received from DHS, various other sources of funding, including Medicaid and private insurance, may be available to the Contractor for services delivered pursuant to this Contract. Income from other state, federal and county programs may also be available. All sources of funding other than funding received from DHS are referred to below as "third-party resources."
 - a. **Principles and Requirements:** Where third-party resources are available, the parties are bound by the following principles and requirements:
 - (1) The Contractor shall not obtain duplicate recovery from DHS and third-party resources for services delivered pursuant to this Contract.
 - (2) Except as specified in subsection b. below ("Exceptions to the Foregoing Principles and Requirements"), the Contractor shall seek payment from third-party resources for services delivered pursuant to this Contract.
 - (3) Upon successful recovery of funds from third-party resources, Contractor shall reimburse DHS for the full amount of the recovery.
 - (4) If the amount of the recovery is greater than the amount that the Contractor received from DHS for the service(s) covered by the recovery, the Contractor is required to reimburse DHS only for the actual amount that the Contractor received from DHS for the service(s) covered by the recovery.
 - b. **Exceptions to the Foregoing Principles and Requirements:**
 - (1) *Medicaid Enhancement; Home and Community-Based Services.* If the Contractor has opted to have DHS/DCFS bill Medicaid on its behalf, the Contractor shall not seek reimbursement from Medicaid if the client is eligible for Medicaid Enhancement or for Home and Community-Based Services. Instead, DHS/DCFS will pay Contractor for services delivered, and DHS/DCFS will bill the third-party resources directly, and the DHS Office of Recovery Services or Medicaid will then pursue reimbursement for amounts that DHS/DCFS paid to Contractor for such services.

- (2) *No "Incentive Amount" for Cost Reimbursement Contracts.* No Incentive Amount is envisioned for cost reimbursement contracts. In such cost reimbursement contracts, the Contractor may bill DHS/DCFS for the cost of collecting from third-party resources only if the Contractor provides DHS/DCFS with adequate documentation to show that the costs were necessary, reasonable and actually incurred by the Contractor. The Contractor shall maintain financial records to support such costs for auditing purposes.

6. **REDUCTION AND UNDERUTILIZATION OF FUNDS:**

- a. If an order by the Legislature or the Governor, or a federal or state law reduces the amount of funding to DHS, or if the Executive Director of DHS decides to reduce the payments pursuant to this Contract, DHS may terminate this Contract or proportionately reduce the services required by this Contract and the amounts to be paid by DHS to the Contractor for such services.
- b. If DHS determines that the Contractor is significantly underutilizing funds, DHS may, at its option, reduce the amount of funding under this Contract. DHS shall give the Contractor notice of any such reduction. Notwithstanding the foregoing, DHS shall reimburse the Contractor in accordance with the original provisions of this Contract for all services performed before the effective date of the reduction.

SECTION E: CONTRACTOR MATCH REQUIREMENTS

Matching funds are not applicable to this Contract.

PART V: DEFINITIONS, COST PRINCIPLES, ACCOUNTING, AND FINANCIAL REPORTING REQUIREMENTS

SECTION A: DEFINITIONS

The following definitions are provided for the convenience of the Contractor and so that the Contractor may comply with its federal, State, and DHS financial reporting requirements:

1. **"AICPA"** means American Institute of Certified Public Accountants.
2. **"Audit"** means an examination that:
 - a. Analyzes the accounts of all officers of the entity having responsibility for the care, management, collection, or disbursement of money belonging to it or appropriated by law or otherwise acquired for its use or benefit;
 - b. Is performed in accordance with generally accepted government auditing standards ("GAGAS"); and
 - c. Conforms to the uniform classification of accounts established or approved by the state auditor or any other classification of accounts established by any federal government agency.
3. **"Audit Report"** includes:
 - a. The financial reports presented in conformity with generally accepted accounting principles;
 - b. The auditor's opinion on the financial reports;
 - c. A statement by the auditor expressing positive assurance of compliance with state fiscal laws identified by the state auditor;
 - d. A copy of the auditor's letter to management that identifies any material weakness in internal controls discovered by the auditor and other financial issues related to the expenditure of funds received from federal, state, or local governments to be considered by management; and
 - e. Management's response to the specific recommendations.
4. **"Compilation"** means information presented in the form of financial statements prepared in conformity with GAAP that are the representation of management without the accountant undertaking to express any assurances on the statements.
5. **"Federal Clearinghouse"** means the federal clearinghouse designated in OMB Circular A-133.

6. **"Federal Funds"** is as defined in OMB Circular A-133.
7. **"Financial Reports"** include audits, reviews, compilations, statements of functional expenses, balance sheets, income statements, statements of cash flow, or the preparer's notes to the financial reports.
8. **"Fiscal report"** means providing information detailing revenues and expenditures of all funds using forms provided by the state auditor.
9. **"GAAP"** means Generally Accepted Accounting Principles, a combination of authoritative accounting principles, standards and procedures (set by policy boards).
10. **"GAAS"** means Generally Accepted Auditing Standards, issued by the AICPA.
11. **"GAS/GAGAS"** means Government Auditing Standards, issued by the Comptroller General of the United States (also known as "Yellow Book" standards). GAS is often referred to as Generally Accepted Government Auditing Standards ("GAGAS"). GAGAS incorporates the generally accepted standards issued by the AICPA.
12. **"Government Funds"** means funds that a contractor receives from a combination of government sources, including federal awarding agencies, state appropriations and other local governments. All of the funds paid to the Contractor under this Contract are considered "Government Funds" for purposes of determining the Contractor's financial reporting requirements.
13. **"Management Letter"** means the auditor's notes and recommendations to the Contractor's management personnel subsequent to a fiscal audit.
14. **"OMB"** means the federal Executive Office of the President, Office of Management and Budget.
15. **"OMB Circular"** means a publication issued by the OMB that sets forth federal cost accounting and auditing requirements.
16. **"Pass-Through Entity"** means an entity that receives federal funds and then passes those funds through to subrecipients.
17. **"Program-Specific Audit"** means an audit of one specific federal program, using GAGAS standards, as described in OMB Circular A-133.200(c) and A-133.235.
18. **"Questioned Costs"** means costs that are questioned by the auditor because of audit findings, including but not limited to findings:
 - a. Which result from a violation or possible violation of a provision of law, regulation, contract, grant, cooperative agreement, or other agreement or document governing the use of State or federal funds, including funds used to match federal funds;

- b. Where the costs, at the time of the audit, are not supported by adequate documentation; or
 - c. Where the costs incurred appear unreasonable and do not reflect the actions a prudent person would take in the circumstances.
19. **"Reporting Package"** means the auditor's package of financial reports as defined in OMB Circular A-133, and includes Financial Reports and Schedule of Expenditures of Government Funds, Summary Schedule of prior audit findings, auditor's report(s), and corrective action plan.
20. **"Review"** means performing inquiry and analytical procedures that provide the accountant with a reasonable basis for expressing limited assurance that there are no material modifications that should be made to the financial reports for them to be in conformity with GAAP.
21. **"Single Audit"** means an audit using GAGAS standards, as described in OMB Circular A-133.500, which includes both the Contractor's financial reports and its federal awards.
22. **"Statement of Functional Expenses"** means a breakdown of administrative expenses and expenses attributed to actual program services on a program-by-program basis.
23. **"Subrecipient"** is as defined in OMB Circular A-133.
24. **"SULCAG"** means the State of Utah Legal Compliance Audit Guide issued by the State Auditor's Office.
25. **"Summary Schedule"** means a summary listing of all Audit Findings reported in the prior annual audit, and includes the Summary Schedule reported in the prior annual audit, except Audit Findings listed as corrected.

SECTION B: COST PRINCIPLES AND ACCOUNTING REQUIREMENTS

1. **APPLICABLE COST PRINCIPLES:** The Contractor shall comply with the federal cost accounting principles applicable to the Contractor's type of business organization regardless of the source of contract funding. Federal cost accounting principles determine allowable costs in DHS contracts as described in circulars published by the OMB, including, but not limited to, OMB Circulars A-87 and A-122. *'For-profit' organizations shall follow the federal cost accounting principles for 'non-profit' organizations.*

The Contractor shall also comply with the following cost principles:

- a. Division of Purchasing and General Services (State Purchasing) cost principles. The following is a link to State Purchasing's cost principles:

<http://www.rules.utah.gov/publicat/code/r033/r033-007.htm> - T1

- b. DHS cost principles. The following is a link to the DHS cost principles:

http://www.hsofo.utah.gov/services_contract_info.htm

2. **CONTRACTOR'S COST ACCOUNTING SYSTEM:** The Contractor shall maintain a financial and cost accounting system in accordance with GAAP, issued by the AICPA; or "Governmental GAAP," issued by the United States Governmental Accounting Standards Board. At a minimum, the Contractor's accounting system shall provide for a General Ledger, and cost accounting records adequate to assure that costs incurred pursuant to this Contract are reasonable, allowable, allocable to Contract objectives, and separate from costs associated with other business activities of the Contractor. The Contractor's accounting system shall also provide for the timely development of all necessary cost data in the form required by the Contract and shall be adequate to allocate costs in accordance with generally accepted accounting principles.

SECTION C: FINANCIAL REPORTING REQUIREMENTS

1. REPORTING REQUIREMENTS

- a. **Type of Financial Report Required:** Whether or not a Contractor is required to obtain and submit an annual audit or other financial report is determined by the Contractor's entity type and the amount and source of its funds, revenues and/or expenditures during a given year.
- b. **Type of Contractor:** If this Contract is funded in whole or in part with federal funds the Contractor may have federal reporting requirements depending on the type of contractor it is. For federal reporting purposes, the Contractor is a: Vendor.
“**Vendor**” [Service Provider] means a dealer, distributor, merchant, or other seller providing goods or services that are required for the conduct of a Federal program. These goods or services may be for an organization's own use or for the use of beneficiaries of the Federal program. Additional guidance on distinguishing between a subrecipient and a vendor is provided in §____.210.” (OMB Circular A-133 §____.105)
- c. **Compliance with Applicable Federal and State Reporting Requirements:** The Contractor shall comply with all applicable federal and State laws and requirements regarding financial reporting set forth in:
 - (1) OMB Circular A-133, “Audits of States, Local Governments, and Non-Profit Organizations”, published by the federal government;
 - (2) Utah Code § 51-2a-101 *et. seq.*; and
 - (3) The SULCAG issued by the State Auditor's Office.

A summary of these reporting requirements is provided in Table 1 below.

- d. **Compliance with Applicable DHS Financial Reporting Requirements:** The Contractor shall comply with all applicable DHS financial reporting requirements of this Contract as set forth in Table 2 below.

2. **SUBMISSION OF REPORTS**

- a. **Deadlines:** Where the Contractor is required to submit federal and/or State financial reports, the Contractor shall comply with the deadlines in OMB Circular A-133 and/or Utah Code § 51-2a-101 *et. seq.*

Where the Contractor is required to submit financial reports to DHS pursuant to this Contract, the Contractor shall comply with the applicable deadline stated in Table 2 below.

- b. **Where to Submit:** The Contractor shall submit all required federal and State financial reports to the entities identified in the applicable law.

Where the Contractor is required to submit financial reports to DHS, the Contractor shall send the required reports to the address below:

Department of Human Services
Bureau of Contract Management
Attention: Financial Analyst
195 North 1950 West, 4th Floor
Salt Lake City, UT 84116

- c. **Extensions:** If the Contractor needs an extension to submit required reports, the Contractor shall contact the applicable entity below:

- (1) Federal Reports: The Federal Clearinghouse or federal awarding agencies.
- (2) State Reports: The State Auditor's Office.
- (3) DHS Reports: The Bureau of Contract Management Financial Analyst at the address identified in paragraph b. above.

Table 1: Federal and State Annual Financial Reporting Requirements¹

FEDERAL REPORTING REQUIREMENTS (OMB Circular A-133)		UTAH STATE REPORTING REQUIREMENTS (Utah Code § 51-2a-101 et. seq.)	
<u>TYPE OF ENTITY</u> Non-Federal Governmental Entity OR Non-Profit Subrecipient	<u>SUBMISSION DEADLINE</u>	<u>TYPE OF ENTITY</u> Governmental Entity OR Non-Profit Organization that Receives 50% OR MORE of Its Funding from Government Funds ²	<u>SUBMISSION DEADLINE</u>
\$500,000 OR MORE expended in federal funds: Single Audit or Program Specific Audit, using GAGAS standards (OMB Circular A-133.200, A-133.235, and A-133.500) AND the following financial reports: 1. <u>Data Collection Form</u> , as described in OMB Circular A-133.320 (a), (b) and (d), -- to Federal Clearinghouse. 2. <u>Reporting Package</u> -- to: (a) Federal Clearinghouse; and (b) Each federal awarding agency - if audit disclosed Audit Findings or reported the status of any Audit Findings in the Summary Schedule. (OMB Circular A-133.320 (c) and (d)) 3. <u>Submission by Subrecipients:</u> (a) "Reporting Package" to each Pass-Through Entity when Audit Findings were disclosed relating to federal awards; (b) "Written Notification" to each Pass-Through Entity when no Audit Findings were disclosed and a Reporting Package was not required. (OMB Circular A-133.320(e)(1) and (e)(2))	Thirty (30) days after the Contractor receives the auditor's reports, or nine months after the end of the fiscal year audited, whichever occurs first.	\$500,000 OR MORE expended in federal funds: 1. Copy of the entire <u>Single Audit or Program Specific Audit</u> . 2. The auditor's management letter, if the Single Audit or Program Audit report disclosed any Audit Findings.	Within six (6) months after the end of the Contractor's fiscal year.
		LESS THAN \$500,000 expended in federal funds, but \$350,000 OR MORE in total revenues or expenditures: 1. CPA Audit performed in accordance with GAGAS. 2. The auditor's management letter, if the GAGAS report disclosed any Audit Findings.	
		LESS THAN \$350,000, but \$200,000 OR MORE in total revenues or expenditures: CPA Review.	
		LESS THAN \$200,000 but \$100,000 OR MORE in total revenues or expenditures: CPA Compilation.	
LESS THAN \$500,000 expended in federal funds: No audit required but records must be available for review or audit per OMB Circular A-133.200(d).		LESS THAN \$100,000 in total revenues or expenditures: Fiscal report on forms approved by the State Auditor.	

¹ Any discrepancies between the requirements in this Table and the requirements in federal or state law or rule shall be resolved in favor of the requirements in the applicable law or rule.

² There are **no** reporting or auditing **requirements** to the State Auditor's Office for Non-Profit Organizations that receive **Less Than 50%** of their total funding from Government Funds, regardless of the amount of funding.

Table 2: DHS Annual Financial Reporting Requirements

TYPE OF ENTITY ¹				SUBMISSION DEADLINES
Governmental Entities and Non-Profit Subrecipients with \$500,000 OR MORE Expended in Federal Funds	Governmental Entity OR Non-Profit Organization that Receives 50% OR MORE of Its Total Funding from Government Funds	Non-Profit Organization that receives LESS THAN 50% of Its Total Funding from Government Funds OR For-Profit Organization	Foreign Organization	
<p>A copy of the entire Single Audit or Program Specific Audit prepared to meet the Contractor's federal reporting requirement <u>including</u>:</p> <p>a. The <u>Reporting Package</u> - if audit disclosed Audit Findings or reported the status of any prior Audit Findings in the Summary Schedule;</p> <p>b. The auditor's <u>Management Letter</u> if one was issued; and</p> <p>c. For Non-profit Subrecipients, the <u>Statement of Functional Expenses</u>.</p>	<p>A copy of the entire report prepared to meet the Contractor's Utah State reporting requirements and:</p> <p>a. The auditor's <u>Management Letter</u> if one was issued; and</p> <p>b. A <u>Statement of Functional Expenses</u>.</p>	<p>\$350,000 or MORE received from DHS:</p> <ol style="list-style-type: none"> 1. A CPA Audit performed in accordance with GAGAS. 2. The auditor's <u>Management Letter</u>, if the audit report disclosed any Audit Findings. 3. Statement of Functional Expenses. 	<ol style="list-style-type: none"> 1. The financial reports of foreign organizations (organizations located outside the State of Utah) shall be accepted as prepared to meet its federal and/or domestic state financial reporting requirements. 2. If the foreign organization has a local subsidiary, division, or unit in the State of Utah, the organization shall also submit a <u>Statement of Functional Expenses</u> for the local subsidiary, division or unit in addition to the parent organization's financial report. 	<p>The deadline for submission of the Single Audit or Program Specific Audit when required is thirty (30) days after Contractor receives the auditor's reports, or nine (9) months after end of fiscal year audited, whichever occurs first.</p> <p>The submission deadline for all other types of financial reports, including other types of audits, is within six (6) months after the end of Contractor's fiscal year.</p>
		<p>LESS THAN \$350,000 but \$200,000 OR MORE received from DHS:</p> <p>An unaudited CPA Review, including a Statement of Functional Expenses.</p>		
		<p>LESS THAN \$200,000 but \$100,000 OR MORE received from DHS:</p> <p>An unaudited CPA Compilation, including a Statement of Functional Expenses.</p>		
		<p>LESS THAN \$100,000 but \$25,000 OR MORE received from DHS:</p> <p>A basic Financial Report with a balance sheet and an income/expense statement.</p>		
		<p>LESS THAN \$25,000 received from DHS:</p> <p>No Requirements.</p>		

¹ There are **no** financial reporting **requirements** to DHS for Sole Proprietors, Limited Liability Company (LLC) Sole Proprietors, or LLC Husband and Wife Partnerships.

PART VI: COMMONLY APPLICABLE LAWS

SECTION A: COMPLIANCE WITH ADMINISTRATIVE GRANTS

The Contractor is bound by federal law, which establishes fiscal and administrative rules applicable to entities that receive federal grants. These rules are published in OMB Circular A-110 and in the OMB Common Rule, which is codified in 45 C.F.R. Part 92 (1999) and 45 C.F.R. Part 74.

SECTION B: COMPLIANCE WITH STATE AND FEDERAL LAWS

The Contractor is required to comply with all anti-discrimination and drug-free workplace laws, and all laws governing research involving human subjects. When the Contractor receives state or federal funds pursuant to this Contract, certain state and federal requirements also apply. The Contractor shall comply with these laws and regulations to the extent they apply to the subject matter of this Contract and are required by the amount of state and federal funds involved in this Contract.

Table 1, “Federal and State Laws,” is provided as a reference guide to various laws and requirements. The information contained in this table is not exhaustive and the Contractor understands that it is obligated to seek independent legal advice in these matters.

Table 1: Federal and State Laws

Description of Act	Applicable Federal Law	Applicable State Law
Discrimination and Employment Related Laws		
Age Discrimination Act of 1975	42 U.S.C. §§ 6101-6107; 45 C.F.R. Part 91	
Americans with Disabilities Act	42 U.S.C. § 12101 <i>et seq.</i> ; 28 C.F.R. Part 35, Part 39	
Civil Rights Act of 1964 as amended, Title VI	45 C.F.R. Part 80 42 U.S.C. § 2000d <i>et. seq.</i>	
Civil Rights Act of 1964, Title VII	42 U.S.C. § 2000e <i>et. seq.</i>	
Contract Work Hours and Safety Standards Act	40 U.S.C. §§ 3701-3704; 29 C.F.R. Part 5	
Copeland Anti-Kickback Act	45 C.F.R. 2543.82, 18 U.S.C. § 874, 29 C.F.R. Part 3	
Davis-Bacon Act	40 U.S.C. § 3142; 29 C.F.R. Part 5	
Drug-Free Workplace Requirements	41 U.S.C. § 701 through 707, Drug Free Workplace Act of 1988	Utah Code § 34-41-101 <i>et seq.</i> ; Utah Code § 34-38-1 <i>et seq.</i> ; Utah Code § 67-19-36 <i>et seq.</i> ; Utah Administrative Code, R477-14-1 <i>et seq.</i>
Education Amendments of 1972, Title IX	20 U.S.C. § 1681 <i>et. seq.</i> ; 45 C.F.R. Part 86	
Employment Eligibility Verification	8 U.S.C. § 1324a	

Description of Act	Applicable Federal Law	Applicable State Law
Equal Employment Opportunity	Exec. Order No. 11246 (1965), as amended by Exec. Order No. 11375; 41 C.F.R. Part 60	
Equal Pay Act	29 U.S.C. § 206(d)	
Fair Labor Standards Act	29 U.S.C. § 201 <i>et seq.</i>	
Immigration Control and Reform Act	8 U.S.C. § 1324	
Identity Documents and Verification		Utah Code § 63G-11-103, <i>et seq.</i>
Protection and Advocacy for Individuals with Mental Illness Act	42 U.S.C. § 10801 <i>et seq.</i>	
Public Health Service Act, Section 522	45 C.F.R. Part 84.53	
Public Health Service Act, Section 526	45 C.F.R. Part 84.53	
Rehabilitation Act of 1973, as amended, Section 504	29 U.S.C. § 794; 45 C.F.R. Part 84	
Utah Antidiscrimination Act -- (Includes the prohibition of unlawful harassment)		Utah Code § 34A-5-101, <i>et seq.</i> (See also Utah Executive Order March 17, 1993, which prohibits sexual harassment of state employees and employees of public and higher education)
Utah Civil Rights Act		Utah Code § 13-7-1 <i>et seq.</i>
Utah Occupational Safety and Health Act		Utah Code § 34A-6-101, <i>et seq.</i>
Property Laws		
Energy Policy and Conservation Act	42 U.S.C. § 6322	
Federal Clean Air Act	42 U.S.C. § 7401 <i>et seq.</i>	
Federal Water Pollution Control Act	33 U.S.C. § 1251 <i>et seq.</i>	
Flood Disaster Act of 1973 and other flood hazard provisions	42 U.S.C. § 4106	
National Environmental Policy Act of 1969 ("NEPA")	42 U.S.C. § 4321 <i>et seq.</i> ; 40 C.F.R. Part 1500 <i>et seq.</i>	
National Historic Preservation Act ("NHPA") of 1966	16 U.S.C. § 470, <i>et seq.</i> ; 36 C.F.R. Part 800, <i>et seq.</i>	
Pro-Children Act of 1994	20 U.S.C. § 6081, <i>et seq.</i>	
Utah Clean Air Act		Utah Code § 26-38-1, <i>et seq.</i>
Medicaid and Utah False Claims Reporting Laws		
Civil False Claims Act	31 U.S.C. § 3729-3733 and Chapter 38	
Deficit Reduction Act of 2005	Public L. 109-171 (2006)	
Utah False Claims Act		Utah Code § 26-20-1 <i>et seq.</i>
Utah Protection of Public Employees Act		Utah Code § 67-21-1 <i>et. seq.</i>
Procurement Laws		
Utah Procurement Code		Utah Code § 63G-6a-101 <i>et seq.</i>

Description of Act	Applicable Federal Law	Applicable State Law
Utah State Procurement Rules		Utah Administrative Code, Rule R33-1, <i>et seq.</i>
Debarment and Suspension	45 C.F.R. Part 76; E.O.s No. 12549 and 12689	Utah Code § 63G-6a-904
Miscellaneous Laws		
Abuse Reporting Requirements		Utah Code § 62A-4a-403; Utah Code § 62A-3-305.
Byrd Anti-Lobbying Amendment	31 U.S.C. § 1352; 45 C.F.R. Part 93	
Ethics Acts		Utah Code § 67-16-7(2) and § 10-3-1301 <i>et. seq.</i>
Federal Funding and Accountability and Transparency Act (FFATA)	P.L. 109-282, as amended by Section 6202 of P.L. 110-252. Guidance issued by the Office of Management and Budget may be found in the Federal Register (Volume 75, No. 177, September 14, 2010, 2 CFR Part 170) that establishes reporting requirements.	
Government Records Access and Management Act (GRAMA),		Utah Code § 63G-2-101 <i>et. seq.</i>
Hatch Act	5 U.S.C. § 1501, <i>et. seq.</i>	Utah Code § 67-19-19
Health Insurance Portability and Accountability Act of 1996 (HIPAA)	45 C.F.R. Parts 160, 162, and 164	
Public Health Service Act, Section 474(a), Protection of Human Subjects	42 U.S.C. § 2899; 45 C.F.R. Part 46; 21 C.F.R. 50 & 21 C.F.R. 56	
Substance Abuse and Mental Health confidentiality of substance abuse and mental health records	42. U.S.C. § 290dd-2; 42 C.F.R. § 2 and 2a	
Uniform Administrative Requirements for Grants and Cooperative Agreements to State, Local, and Tribal Government	45 C.F.R. § 92	
Utah Human Services Code		Utah Code Title 62A
Utah Referral Information Network		Utah Code § 62A-17-101 <i>et. seq.</i>

PART VII: JURISDICTION, COPYRIGHT, AND OTHER GENERAL PROVISIONS

1. **CONTRACT JURISDICTION, CHOICE OF LAW, AND VENUE:** The provisions of this Contract shall be governed and interpreted according to the laws of the State of Utah. The parties will submit to the jurisdiction of the courts of the State of Utah for any dispute arising out of this Contract or the breach thereof. Venue shall be in Salt Lake City, in the Third District Court for Salt Lake County.
2. **SEVERABILITY CLAUSE:** A final determination that any provision of this Contract is illegal or void shall not affect the legality or enforceability of any other provision of this Contract.
3. **COPYRIGHT:** Except as otherwise expressly provided in this Contract, DHS owns the copyright for all materials developed by the Contractor for DHS. If the Contractor develops any materials for its own use in connection with this Contract, and if such materials are not required by this Contract or requested by DHS as part of the Contractor's performance, the Contractor may use those materials free of charge, and without obtaining prior permission.

The Contractor shall release, indemnify and hold the State, its officers, agents and employees harmless from liability of any kind or nature, including the Contractor's use of any copyrighted or un-copyrighted program, composition, secret process, patented or un-patented program, invention, article or appliance furnished or used in the performance of this Contract.

The Contractor is not entitled to use human subjects information generated in connection with this Contract for any purpose, including scholarly publications or research purposes, unless the Contractor obtained written approval of its research protocol from the DHS IRB prior to the commencement of any research efforts.

4. **ABILITY TO COMPLY WITH CONTRACT REQUIREMENTS:** The Contractor represents that it has the financial, managerial and institutional capacity to fully comply with the requirements of this Contract.

5. **AUTHORITY OF PERSON SIGNING FOR THE CONTRACTOR:** The Contractor represents that the person who has signed this Contract on behalf of the Contractor has full legal authority to bind the Contractor and to execute this Contract.
6. **CONTRACTOR HAS NOT ALTERED THIS CONTRACT:** By signing this Contract, the Contractor represents that neither it nor its employees or representatives have in any way altered the language or provisions in the Contract, and that this Contract contains exactly the same provisions that appeared in this document and its exhibits when DHS/DCFS originally sent it to the Contractor.

IN WITNESS WHEREOF, the parties executed this Contract:

CONTRACTOR

By: _____

Type or Print Name: _____

Title/Position: _____

Date: _____

DHS/DCFS

By: _____

Brent Platt, Director

Division of Child and Family Services

Date: _____

APPROVED AS TO PROCUREMENT

By: _____

DHS Purchasing Agent (LPD099)

DHS Bureau of Contract Management

Date: _____

Log No. _____

Contract No. _____

DHS Procurement No. 90588